

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

Alison M. Bernal (SBN 264629)  
alison@nshmlaw.com  
NYE, STIRLING, HALE, MILLER &  
SWEET, LLP  
33 West Mission Street, Suite 201  
Santa Barbara, CA 93101

Matthew D. Schelkopf (*pro hac vice*  
forthcoming)  
mds@sstriallawyers.com  
Joseph B. Kenney (*pro hac vice* forthcoming)  
jbk@sstriallawyers.com  
SAUDER SCHELKOPF LLC  
1109 Lancaster Avenue  
Berwyn, PA 19312

*Attorneys for Plaintiff and the putative  
classes*

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL DUBROSKY, individually  
and on behalf of others similarly  
situated,

Plaintiff,

vs.

AMERICAN HONDA MOTOR CO.,  
INC. and HONDA MOTOR  
COMPANY, LTD.,

Defendants.

Case No.: 2:24-cv-09153

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Michael Dubrosky brings this action against Defendants American  
Honda Motor Co., Inc. and Honda Motor Company, LTD. (“Honda” or “Defendants”).  
Plaintiff alleges the following based on personal knowledge as to his own facts and  
upon information and belief and the investigation of counsel as to all other matters.

///

///

## **INTRODUCTION**

1  
2 1. This is a class action lawsuit brought by Plaintiff on behalf of himself and  
3 a class of current and former Honda vehicle owners and lessees of model years (“MY”)  
4 2018-2021 Honda Odyssey vehicles (the “Class Vehicles” or “Vehicles”).<sup>1</sup>

5 2. This action arises from Honda’s failure, despite its longstanding  
6 knowledge of this material and manufacturing defect, to disclose to Plaintiff and other  
7 consumers that the Class Vehicles suffer from a defective body seam seal that cracks,  
8 fails and thereby allows water to infiltrate the rear driver’s side panel of the Class  
9 Vehicles. The body seam seal, *inter alia*, protects the control module for the power  
10 tailgate (i.e. a motorized trunk) from outside elements including water. Thus, when the  
11 body seam seal fails, water infiltrates through the defective seal, allowing water to come  
12 into contact with the control unit and causes the power tailgate to malfunction and/or  
13 fail (the “Sealant Defect” or “Defect”).

14 3. Significantly, a malfunctioning power tailgate opens and closes at random,  
15 including when the Class Vehicles are being driven, presenting a serious safety concern.  
16 In addition, the power tailgate can fail to either open or close, preventing the owners of  
17 the Class Vehicles with access to the trunk and, in the case of a power tailgate failing  
18 to close, preventing the Class Vehicles from being safely operated and stranding the  
19 owners. As described below, the malfunctioning tailgate can also lead to short circuits  
20 and fires, as well as mold growth.

21 4. Not only did Honda actively conceal the fact that the Class Vehicles’ seals  
22 were defective (and require costly repairs to fix), it did not reveal that the existence of  
23 this defect would diminish the intrinsic and resale value of the Class Vehicles.

24 5. Honda has long been aware of the Sealant Defect. Despite its longstanding  
25 knowledge of this defect, Honda has failed to adequately repair the Class Vehicles when  
26 the defect manifests.

27  
28 <sup>1</sup> Plaintiff reserves the right to amend or add to the vehicle models included in the definition  
of Class Vehicles after conducting discovery.

1           6. Many owners and lessees of Class Vehicles have communicated with  
2 Defendants and their agents to request that Honda remedy and/or address the Sealant  
3 Defect and resultant damage at no expense. Defendants have failed and/or refused to do  
4 so – often conveying to Class Vehicle owners and lessees that Class Vehicles are  
5 operating as intended and therefore cannot be repaired under warranty or otherwise.

6           7. For customers whose Vehicles are within the New Vehicle Limited  
7 Warranty period (which extends for the shorter of three years or 36,000 miles), Honda  
8 has done nothing to address or correct the Sealant Defect when it manifests in the Class  
9 Vehicles.

10           8. Despite notice and knowledge of the Sealant Defect from the numerous  
11 consumer complaints it has received, information received from Honda dealerships,  
12 pre-sale durability testing, National Highway Traffic Safety Administration  
13 (“NHTSA”) complaints, and its own internal records, Honda has not recalled the Class  
14 Vehicles to repair the Sealant Defect, offered its customers a suitable repair or  
15 replacement free of charge, or offered to reimburse its customers who have incurred  
16 out-of-pocket expenses to repair the Sealant Defect.

17           9. As a result of Honda’s unfair, deceptive and/or fraudulent business  
18 practices, owners and/or lessees of Class Vehicles, including Plaintiff, have suffered an  
19 ascertainable loss of money and/or property and/or loss in value. The unfair and  
20 deceptive trade practices committed by Honda were conducted in a manner giving rise  
21 to substantial aggravating circumstances.

22           10. Had Plaintiff and other Class members known about the Sealant Defect at  
23 the time of purchase or lease, they would not have purchased or leased the Class  
24 Vehicles, or would have paid substantially less for the Class Vehicles.

25           11. As a result of the Sealant Defect and the considerable monetary costs  
26 associated with attempting to repair such defect, Plaintiff and other Class members have  
27 suffered injury in fact, incurred damages and have otherwise been harmed by Honda’s  
28 conduct.

12. Accordingly, Plaintiff brings this action to redress Honda's violations of the Florida Deceptive and Unfair Trade Practices Act and also to seek recovery for Honda's breach of express warranty, breach of implied warranty, common law fraud, breach of the covenant of good faith and fair dealing and, alternatively, unjust enrichment.

### **JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because Honda is headquartered in this district, transacts business in this district, is subject to personal jurisdiction in this district, and therefore is deemed to be a citizen of this district. Additionally, Honda has advertised in this district and has received substantial revenue and profits from its sales and/or leases of Class Vehicles in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

15. This Court has personal jurisdiction over Honda because it has conducted substantial business in this judicial district, is headquartered in this district, and intentionally and purposefully placed Class Vehicles into the stream of commerce within the districts of California and throughout the United States.

### **THE PARTIES**

#### **Plaintiff Michael Dubrosky**

16. Plaintiff Michael Dubrosky is a citizen of the State of Florida and currently resides in North Fort Myers, Florida.

///

1           17. In or around September 2019, Plaintiff leased a model year 2019 Honda  
2 Odyssey from Honda of Fort Myers, an authorized Honda dealership located in Fort  
3 Myers, Florida. In June of 2022, Plaintiff purchased the 2019 Odyssey from Honda of  
4 Fort Myers after the lease term expired.

5           18. Plaintiff Dubrosky purchased (and still owns) this vehicle, which is used  
6 for personal, family and/or household uses. His vehicle bears Vehicle Identification  
7 Number 5FNRL6H78KB119793.

8           19. Prior to purchasing his Class Vehicle, Plaintiff Dubrosky extensively  
9 discussed the features of the vehicle with Honda's sales representatives at Honda of  
10 Fort Myers and also reviewed the vehicle's window sticker. When purchasing his Class  
11 Vehicle, Plaintiff traded in his 2016 Honda Odyssey as part of the lease, and Plaintiff  
12 had a positive experience with that vehicle. Plaintiff discussed the new features and  
13 upgrades to the Class Vehicle when compared to his 2016 Honda Odyssey. When  
14 Plaintiff purchased the Class Vehicle at the end of the lease period, Plaintiff was  
15 required to pay \$150 for a safety inspection, which the dealership stated was mandated  
16 by Defendant American Honda Motor Co. None of these sources disclosed the Defect  
17 to Plaintiff Dubrosky.

18           20. On or about September 2023, when his Odyssey had approximately 19,000  
19 miles on the odometer, the power tailgate started to malfunction. Initially, the tailgate  
20 would not open, and Plaintiff had to climb through the car into the trunk in order to  
21 open it. The dashboard of the Class Vehicle displayed an error code related to the power  
22 tailgate, and a beeping noise was emanating from the tailgate. Plaintiff observed that  
23 the tailgate would not shut all the way. Plaintiff was forced to call AAA on two  
24 occasions because the tailgate ran the battery down and left Plaintiff stranded. After the  
25 second occasion, Plaintiff purchased a jump starter, which he used on two additional  
26 occasions after the tailgate ran the battery down. In addition, on one occasion, Plaintiff  
27 was driving his Class Vehicle at approximately 55 miles per hour on the highway when  
28

1 the tailgate suddenly flew open, scaring Plaintiff. Plaintiff immediately pulled over to  
2 the side of the road as fast as possible.

3 21. In approximately September of 2023, Plaintiff brought his Class Vehicle  
4 to Honda of Fort Myers and requested warranty repairs. Employees at Honda of Fort  
5 Myers informed Plaintiff that the tailgate control module failed and that the necessary  
6 repairs would not be covered under warranty. Honda of Fort Myers quoted Plaintiff  
7 \$330 for the replacement part and \$800 labor, for a total cost \$1,330.

8 22. Due to the cost, Plaintiff declined to have Honda of Fort Myers perform  
9 the repair, and instead purchased the part himself at a cost of approximately \$220 and  
10 paid a local mechanic's shop to install it for approximately \$175.

11 23. On or about July 10, 2024, when his Odyssey had approximately 20,573  
12 miles on the odometer, the tailgate began to malfunction again. The tailgate would beep  
13 incessantly while Plaintiff was operating the Class Vehicle, and also displayed a  
14 warning on the dashboard. Plaintiff was again driving at highway speeds when the  
15 tailgate suddenly popped open, scaring Plaintiff.

16 24. Because Honda of Fort Myers previously informed Plaintiff that the  
17 necessary repairs would not be covered under warranty, Plaintiff again purchased the  
18 tailgate control module himself and paid a local mechanic's shop to install it for the  
19 same price as the first replacement.

20 25. On or about July 26, 2024, when his Odyssey had approximately 21,351  
21 miles on the odometer, the tailgate control module failed yet again. Because Honda of  
22 Fort Myers previously informed Plaintiff that the necessary repairs would not be  
23 covered under warranty, Plaintiff again purchased the tailgate control module himself  
24 and paid a local mechanic's shop to install it for the same price as the previous  
25 replacements. After installation, Plaintiff purchased sealant and sealed the defective  
26 area of the seam.

27 26. Plaintiff Dubrosky took pictures of the Sealant Defect, which are included  
28 below:



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101



27. Plaintiff Dubrosky has suffered an ascertainable loss as a result of Defendants' omissions and/or misrepresentations associated with the Sealant Defect, including, but not limited to, out of pocket loss associated with the Sealant Defect and future attempted repairs and diminished value of his vehicle.

28. Neither Defendants, nor their agents, agents, dealers or other representatives informed Plaintiff of the existence of the Sealant Defect either prior to leasing the Class Vehicle or purchasing the Class Vehicle at the expiration of the lease. Had Defendants disclosed the Sealant Defect prior to Plaintiff's lease or purchase, Plaintiff would not have leased or purchased the vehicle, or would have paid substantially less for it.

### **Defendants**

29. Defendants American Honda and Honda Motor Company are automobile design, manufacturing, distribution, and/or servicing corporations doing business within the United States. Furthermore, Defendants design, manufacture, distribute, market, service, repair, sell and lease passenger vehicles, including the Class Vehicles.

30. Defendant Honda Motor Company, Ltd., 2-1-1, Minami-Aoyama, Minato-ku, Tokyo 107-8556, Japan is an automobile design, manufacturing, sale, leasing, distribution, and servicing corporation organized under the laws of Japan. Honda Motor Company is the parent corporation of American Honda.

31. American Honda has its principal place of business at 1919 Torrance Boulevard, Torrance, California 90501-2746.

32. Upon information and belief, Defendant Honda Motor Company communicates with Defendant American Honda concerning virtually all aspects of the Honda products it distributes within the United States.

33. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation and decisions regarding the body seam seals within the Class Vehicles were performed exclusively by Defendants.

///



1           34. Upon information and belief, the design, manufacture, distribution,  
2 service, repair, modification, installation and decisions regarding the body seam seals  
3 within the Class Vehicles were performed exclusively by Honda.

4           35. Upon information and belief, Honda develops the owner's manuals,  
5 warranty booklets and information included in maintenance recommendations and/or  
6 schedules for the Class Vehicles.

7           36. Defendants American Honda and Honda Motor Company engage in  
8 continuous and substantial business in California.

9                           **TOLLING OF STATUTES OF LIMITATION**

10           37. Any applicable statute(s) of limitations has been tolled by Honda's  
11 knowing and active concealment and denial of the facts alleged herein. Plaintiff and  
12 members of the Class could not have reasonably discovered the true, latent defective  
13 nature of the Sealant Defect until shortly before this class action litigation was  
14 commenced.

15           38. Honda was and remains under a continuing duty to disclose to Plaintiff and  
16 members of the Class the true character, quality and nature of the Class Vehicles and  
17 that they will require costly repairs and diminishes the resale value of the Class  
18 Vehicles. As a result of the active concealment by Honda, any and all applicable statutes  
19 of limitations otherwise applicable to the allegations herein have been tolled.

20                           **FACTUAL ALLEGATIONS**

21           **A. The Sealant Defect within the Class Vehicles.**

22           39. The Class Vehicles, like many modern automobiles, features a unibody  
23 construction, which serves as the structural foundation of the vehicle. Unlike a body-  
24 on-frame construction where the body sits atop the frame, in a unibody construction the  
25 body and frame are considered one unit, and typically incorporate the body, floorboards,  
26 and structural elements in one large structure. An exemplar image of a unibody  
27 construction is included below:  
28



40. During assembly, various panels and components are affixed to the frame, such as the body panels, through mounting points within the frame.

41. A body seam is the joint or connection point within which body panels or components meet. Examples of seams throughout modern automobiles are where the doors meet the body of the car and where the roof connects to the side panels.

42. In order to fill in any gaps between the body frame and the various panels affixed to the frame, a sealant is applied. The sealant is applied to prevent water, dust, air, or other substances or particulates from entering the interior of the vehicle while it is being operated.

43. Most modern automobiles, including the Class Vehicles, utilize a polyurethane sealant. Polyurethane refers to a polymer that combines polyols (alcohols with multiple hydroxyl groups) with isocyanates to form a polymer. Polyurethane seals are often used in automotive applications because, in addition to preventing water infiltration, they also absorb vibrations and reduce noise on the interior of the vehicle. Polyurethane is also flexible, which allows for slight movements between the panels without compromising the seal.

1           44. The polyurethane seals on the Class Vehicles, however, suffer from one or  
2 more manufacturing and/or design defects that cause them to crack and fail and allow  
3 water to infiltrate the interior of the Class Vehicles.

4           45. Specifically, the polyurethane seals on the Class Vehicles fail due to a  
5 combination of manufacturing variability and inadequate surface preparation.

6           46. Manufacturing variability refers to inconsistencies in the application of the  
7 seal during the manufacturing process. Specifically, the seals are improperly cured.  
8 Curing is the process by which a sealant hardens and develops its final properties after  
9 application, and involves the chemical reaction between the components of the sealant.  
10 In the case of polyurethane sealing, it is the reaction between the polyols and  
11 isocyanates, which creates urethane linkages. Moisture-curing is often used, which  
12 exposes the seal to humidity to complete the curing process. As the seal cures, it is  
13 converted from a viscous liquid into a flexible, durable solid.

14           47. Properly curing a polyurethane seal is imperative to ensure that it performs  
15 effectively and does not prematurely fail.

16           48. The Class Vehicles' body seam seals are defective because they are  
17 improperly cured. Improper curing is a manufacturing defect whereby the curing  
18 process yields weak spots that are subject to premature failure.

19           49. The Class Vehicles' body seam seals are also defective due to inadequate  
20 surface preparation due to debris remaining on the seam through the manufacturing  
21 process. In order to form a seal, the body seam must be sufficiently clean and prepped  
22 before sealing. If debris remains from the manufacturing process, it will prevent the  
23 sealant from properly adhering to the body, causing the sealant to peel, lift, and/or crack.

24           50. Together, the improper curing of the sealant and the inadequate surface  
25 preparation cause the polyurethane body seam seals to crack and fail under normal and  
26 foreseeable use. When the Defect manifests, it allows water to infiltrate the body seam  
27 and into the interior of the vehicle.

28       ///

1           51. In addition, due to the unibody construction, there is significant flexing in  
2 the area where the body seam seal is subject to premature failure, which the seal is  
3 unable to compensate for.

4           52. The seal most commonly fails at the top of the body seam on the driver's  
5 side near the back passenger window. Importantly, the tailgate control module also sits  
6 within the interior of the rear trunk panel, which is in close proximity to the failed seam  
7 seal. Once water infiltrates the body seam, it progresses through the panel of the vehicle  
8 until it reaches the tailgate control module.

9           53. The tailgate control module is an electronic component that is responsible  
10 for the operation of the tailgate, which includes opening it, closing it, and locking it.  
11 The module communicates with the Class Vehicles' other electrical components and  
12 sensors that detect whether it is open or closed, or whether obstructions are detected  
13 that would prevent the safe operation of the power tailgate.

14           54. When water comes into contact with the tailgate control module, it causes  
15 the module to malfunction in a variety of ways. First, water exposure can cause short  
16 circuits within the electrical components, leading to malfunctioning of the tailgate  
17 control (e.g., a short circuit can cause the tailgate to improperly open or close without  
18 any input from the operator of the Class Vehicle). Second, water exposure can cause  
19 corrosion, which degrades the performance of the module over time, and eventually will  
20 cause the total failure of the module, meaning the power liftgate will be rendered  
21 entirely inoperable.

22           55. Once the Sealant Defect manifests, authorized Honda dealerships  
23 recommend the replacement of the tailgate control module. Because this does not  
24 remedy the root cause of the Sealant Defect, it is only a matter of time until the  
25 replacement tailgate control module comes into contact with water that infiltrates  
26 through the defective sealant and also experiences short circuits and corrosion,  
27 ultimately failing again shortly after replacement, as they did for Plaintiff Dubrosky.

28       ///

**B. Safety Issues Caused by the Sealant Defect**

56. The Sealant Defect and malfunctioning tailgate control module pose a number of serious, safety-related issues for operators of the Class Vehicles and those that share the road with them.

57. A short circuit can cause an electrical fire.<sup>2</sup> Once the fire starts in the control module, it can easily spread the rest of the vehicle. Consumers have voiced their concern of electrical fires in their complaints to NHTSA, which are reproduced below. *See* NHTSA IDs 11527986 & 11501226.

58. Water infiltration can also cause mold to grow. Because the Sealant Defect allows water to infiltrate the top of the body seam and it flows down the driver's side body, and because the interior of the body is not exposed to the sun or other mechanisms that would allow the water to dry, mold growth is not only possible, but probable. The mold growth in the Class Vehicles caused by the Sealant Defect is particularly insidious because it is not visible to the driver or occupants of the Class Vehicles. Consumers have likewise complained about mold growth to NHTSA. *See* NHTSA IDs 11608694, 11597496, & 11323163.

59. The short circuits and corrosion of the tailgate control module can also cause the battery to drain. Specifically, short circuits can cause excessive current draw, causing the battery to drain quickly even when the Class Vehicle is off because the tailgate control module stays energized, causing continuous power drain. Corrosion can also lead to poor electrical connections, causing the tailgate control module to draw more power than necessary, which also causes to battery drain. Once the battery is drained, the occupants of the Class Vehicles are left stranded until the battery can be recharged. Consumers have complained about this to NHTSA too. *See* NHTSA IDs 11563377, 11475412 & 11473935.

<sup>2</sup> <https://rytecelectric.com/blog/what-is-an-electrical-short-circuit/>; <https://earlybirdelectricians.com/blog/the-dangers-of-wet-electrical-wiring/> (both last visited October 24, 2024).

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

60. The Sealant Defect also causes the tailgate control module to malfunction and abruptly open or close the power tailgate. Consumers have reported the power tailgate suddenly opening while driving, which happened to Plaintiff while he was driving 55 miles per hour on the highway. Other owners have reported that the tailgate abruptly closed while they were loading or unloading the trunk, causing them to be physically struck by the tailgate. *See* NHTSA IDs 11526594 and 11537560.

61. The Sealant Defect can also cause the body to rust from the inside. Rust compromises the structural integrity of the frame and makes it more susceptible to bending or breaking when placed under stress. In addition, rust can quickly spread to adjacent areas. Consumers have observed and reported rust caused by the Sealant Defect directly to NHTSA. *See* NHTSA IDs 11593412 & 11531122.

**C. Honda's Knowledge of the Sealant Defect**

62. Honda markets its vehicles as reliable when compared to the competition.<sup>3</sup>

63. Automobiles must be able to withstand foreseeable usage conditions. A vehicle can suffer extensive damage and costly repairs from customary environmental and usage conditions when a vehicle suffers from a defect such as the Sealant Defect.

64. In many instances, consumers have incurred and will continue to incur expenses for repair of the body seam and tailgate control module despite the Sealant Defect having been contained in the Class Vehicles when manufactured by Honda.

65. Upon information and belief, Honda, through (1) its own records of customers' complaints, (2) dealership repair records, (3) records from the National Highway Traffic Safety Administration (NHTSA), (4) warranty and post-warranty claims, (5) internal pre-sale durability testing, and (6) other various sources, was well aware of the Sealant Defect but failed to notify customers of the nature and extent of the problems with Class Vehicles' body seam seals or to provide any adequate remedy.

///

<sup>3</sup> *See, e.g.,* <https://automobiles.honda.com/awards> (last visited October 24, 2024).



66. Honda failed to adequately research, test and/or manufacture the body seam seals in the Class Vehicles before warranting, advertising, promoting, marketing, and selling the Class Vehicles as suitable and safe for use in an intended and/or reasonably foreseeable manner.

67. Honda is experienced in the manufacture of consumer vehicles. As an experienced manufacturer, Honda conduct tests, including pre-sale durability testing, on incoming components, including the body seams and seals, to verify that the parts are free from defects and align with Honda's specifications.

68. Honda's presale durability testing includes five metrics that allegedly "ensure high quality" by conducting "comprehensive quality assurance activities from the dual perspectives of planning and manufacturing."<sup>4</sup> Honda admits that its "production departments implement manufacturing controls to keep variability within applicable standards based on drawings and develop production processes so that all workers can continue to achieve a consistent level of quality." Thus, Honda knew or should have known of the Sealant Defect through its comprehensive quality assurance activities and manufacturing controls.

69. First, Honda's "engineers utilize a database of measures and techniques previously used to prevent market quality issues and other information. They communicate closely with manufacturing departments during the initial development stage and put product function, performance and quality assurance initiatives in writing. These are shared to ensure efforts are coordinated with production departments' process assurance activities and to coordinate quality assurance initiatives."

70. Second, "Honda's production departments establish manufacturing control items and criteria for each part, process, and operation to prevent product quality issues." These controls are explicitly put in place to "prevent product quality issues"

<sup>4</sup> [https://global.honda/en/sustainability/cq\\_img/report/pdf/2018/Honda-SR-2018-en-065-078.pdf](https://global.honda/en/sustainability/cq_img/report/pdf/2018/Honda-SR-2018-en-065-078.pdf) (last visited October 24, 2024). The quotes in paragraphs 69-76 all refer to this webpage.

whereby Honda's engineers "use these manufacturing control items and criteria to verify manufacturing variability."

71. Third, for outsourced parts, Honda visits its suppliers' manufacturing facilities to conduct quality audits based on the "'Three Reality Principle,' which emphasizes 'going to the actual place,' 'knowing the actual situation' and 'being realistic.'" Honda uses "[e]xperts in the development and production of individual parts visit manufacturing facilities and conduct audits of suppliers' quality systems and their implementation."

72. Fourth, and perhaps most importantly, Honda assures long-term reliability of its parts and vehicles through "rigorous durability testing." Honda states the following about this metric (emphasis added):

Honda subjects new and redesigned models to rigorous long-distance durability testing before beginning mass production to verify that there are no quality issues.

*Honda also disassembles vehicles used in the test drives into every single part and verifies that there are no quality issues through a process consisting of several thousand checks.* By accumulating data on the issues discovered through these test drives and detailed inspections as well as associated countermeasures, the Company is able to ensure a high level of quality and reliability.

73. Fifth, Honda developed and implemented the "Line End Tester," an inspection and diagnostic system, that is used "in shipping quality inspections of all electronic control systems, from switches and instruments to air conditioner, audio, engine and transmission operations."

74. Through these quality control metrics, Honda knew or should have known that the body seam seals in the Class Vehicles were defective.

75. Lastly, as explained in Honda's Sustainability Report:

When Honda determines that an issue occurs with a product that requires market action, it quickly notifies government authorities in accordance with individual countries' regulations and contacts owners by means of direct mail from dealers or by telephone to provide information about how they can receive repairs free of charge. In addition to Honda's website, market action information is provided through the news media as necessary.

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

76. Despite such assurances and procedures, Honda has not contacted Class Members by direct mail or telephone to inform them how they can receive free repairs related to the Sealant Defect within the United States. Additionally, upon information and belief, Honda has also not provided associated information regarding the Sealant Defect on its website or through the news media.

77. Per the below, Honda also expressly warranted the Class Vehicles to be free from defects for a period of three years or 36,000 miles under the New Vehicle Limited Warranty.<sup>5</sup> This warranty is applicable to the Sealant Defect; however, Honda has failed to correct the issue.

New Vehicle Limited Warranty		
<b>Time and Mileage Period</b> This warranty begins on the date the vehicle is put into use in one of the following ways: <ul style="list-style-type: none"> <li>The vehicle is delivered to the first purchaser by an authorized Honda automobile dealer.</li> <li>The vehicle is leased.</li> <li>The vehicle is used as a demonstrator or company vehicle.</li> </ul> Your vehicle is covered for 3 years or 36,000 miles, whichever comes first. Some parts may have separate coverage under other warranties described in this booklet.	The replaced or repaired parts are covered only until this New Vehicle Limited Warranty expires. <b>This New Vehicle Limited Warranty Does Not Cover:</b> <ul style="list-style-type: none"> <li>Normal wear or deterioration of any part.</li> <li>Cleaning and polishing.</li> <li>The adding of any fluids, unless they are needed as part of a warranty repair.</li> <li>Broken, chipped, or scratched window glass unless it is due to a defect in material or workmanship.</li> <li>Any item concerning your vehicle's general appearance that is not due to a defect in material or workmanship. Cosmetic flaws or minor damage to the body, paint, or other items may occur during manufacture or shipping of your vehicle. If you find any uncorrected flaws or damage on your new vehicle, notify the dealer as soon as possible after delivery.</li> </ul>	<ul style="list-style-type: none"> <li>Expendable maintenance items (such as filters, or brake pads/linings) when replaced due to normal wear or customer abuse.</li> <li>Tires are warranted by their manufacturers (see page 28 for more information).</li> </ul> <b>Limited Warranty Coverage</b> <ul style="list-style-type: none"> <li>Original equipment batteries for key fobs and remotes are covered for the first 6 months of ownership.</li> <li>Original equipment wiper blade inserts are covered for the first 6 months of ownership.</li> <li>Wheel balancing and wheel alignment are covered for the first year or 12,000 miles, whichever comes first, unless required as part of a warranty repair.</li> <li>Air conditioner refrigerant is covered for the first 2 years or 24,000 miles, whichever comes first, unless required as part of a warranty repair.</li> </ul>
Your Warranties in Detail   9		

78. Buyers, lessees, and other owners of the affected Vehicles were without access to the information concealed by Honda as described herein, and therefore reasonably relied on Honda's representations and warranties regarding the quality,

<sup>5</sup>[https://owners.honda.com/Documentum/Warranty/Handbooks/2019\\_Honda\\_Warranty\\_Base\\_book\\_AWL07531\\_Petrol\\_Hybrid\\_PHEV\\_SIS.pdf](https://owners.honda.com/Documentum/Warranty/Handbooks/2019_Honda_Warranty_Base_book_AWL07531_Petrol_Hybrid_PHEV_SIS.pdf), at 6 (last visited Mar. 21, 2022).

1 durability, and other material characteristics of the Vehicles. Had these buyers and  
2 lessees known of the defect and the potential harm, they would have taken steps to  
3 avoid that harm and/or would have paid less for the Vehicles than the amounts they  
4 actually paid, or would not have purchased the Vehicles.

5 79. Honda also issued a voluntary recall of certain MY2008-2009 Honda  
6 Odyssey vehicles in February of 2012 because “the tailgate of vehicles equipped with a  
7 power tailgate system may be prone to early life failures.”<sup>6</sup> There, Honda’s recall  
8 involved free repairs of the power liftgate struts, which “help[ed] to raise and support  
9 the liftgate of vehicles.” Honda admitted that the “manufacturing flaw” could result in  
10 a leak in the pressurized struts and negatively impact their performance. This prior recall  
11 alerted Honda to the importance of a properly functioning power liftgate, and the  
12 detrimental impacts of manufacturing flaws on the liftgates.

13 **D. Complaints by Other Class Members**

14 80. Plaintiff’s experience is by no means an isolated or outlying occurrence.  
15 Indeed, the internet is replete with examples of blogs and other websites where  
16 consumers have complained of the exact same Sealant Defect within the Class Vehicles.

17 81. Class Vehicle owners have publicly complained to the United States  
18 government about the Sealant Defect in Class Vehicles since the vehicle has been  
19 released. The Office of Defects Investigation (“ODI”) is an office within the National  
20 Highway Traffic Safety Administration (“NHTSA”). ODI conducts defect  
21 investigations and administers safety recalls to support NHTSA’s mission to improve  
22 safety on the Nation’s highways.<sup>7</sup> All automobile manufacturers routinely monitor and  
23 analyze NHTSA complaints because this information is used in determining if a recall  
24 should be issued. Indeed, automobile manufacturers are required by law to monitor  
25 NHTSA complaints and report any potential safety defects to the United States

26  
27  
28 <sup>6</sup> <https://www.kbb.com/honda/odyssey/2009/recall/> (last visited October 24, 2024).

<sup>7</sup> See <https://www.nhtsa.gov/resources-investigations-recalls> (last visited October 24, 2024).

1 government. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000). Thus,  
2 Defendants have knowledge of any and all NHTSA complaints.

3 82. The following is just a small sampling of the many complaints submitted  
4 to ODI by Class Vehicle owners. These publicly available complaints, filed as early as  
5 December of 2019, evidence Honda's prior knowledge of the Sealant Defect, the  
6 negative experiences encountered by Class Members, and the financial burden this  
7 place on them.

8 **NHTSA ID Number:** 11290516  
9 **Incident Date** March 1, 2019  
10 **Complaint Date** December 31, 2019  
11 **Consumer Location** DAYTON, OH  
12 **Vehicle Identification Number** 5FNRL6H74KB\*\*\*\*

13 **Summary of Complaint**

14 2019 HONDA ODYSSEY. CONSUMER WRITES IN REGARDS TO VARIOUS  
15 DEFECTS. \*LD THE CONSUMER STATED ALL THE DOORS UNLOCK  
16 INDEPENDENTLY. THE SLIDING DOORS, INCLUDING THE REAR HATCH,  
17 UNLOCK AND OPEN INDEPENDENTLY AND WHILE DRIVING. THE  
18 VEHICLE WINDOWS AND SUNROOF OPEN FULLY INDEPENDENTLY,  
19 WHILE THE VEHICLE WAS LOCKED. \*JS

20 **NHTSA ID Number:** 11323163  
21 **Incident Date** February 13, 2018  
22 **Complaint Date** May 4, 2020  
23 **Consumer Location** HOUSTON, TX  
24 **Vehicle Identification Number** 5FNRL6H78KB\*\*\*\*

25 **Summary of Complaint**

26 REAR LIFT GATE WAS NOT PROPERLY MANUFACTURED AND WAS  
27 LEAKING WATER THAT COULD LEAD TO MOLD GROWTH. ISSUE WAS  
28 TAKEN INTO SERVICE 3 SEPARATE TIMES AND DIFFERENT LEAKS WERE  
FOUND EACH TIME. HONDA CORPORATE PROVIDED NO ASSISTANCE OR  
SUPPORT FOR RESOLVING THIS ISSUE AND COULDN'T EVEN FIND  
RECORDS OF THE COMPLAINT (I CALLED AND STARTED A CASE EACH  
TIME - THANK GOODNESS I MAINTAIN RECORDS ON THIS). APPARENTLY,  
HONDA CORPORATE HAS NO CONCERN ABOUT WATER LEAKS OR THE  
QUALITY OF THEIR MANUFACTURED PRODUCT ONCE IT IS SOLD TO A  
CONSUMER.

23 **NHTSA ID Number:** 11343124  
24 **Incident Date** February 2, 2020  
25 **Complaint Date** August 4, 2020  
26 **Consumer Location** DERWOOD, MD  
27 **Vehicle Identification Number** 5FNRL6H56JB\*\*\*\*

28 **Summary of Complaint**

WHILE VEHICLE IS STATIONARY, AFTER CLOSING THE REAR DOOR. THE  
DOOR LATCH WILL NOT ALWAYS HOLD THE REAR DOOR IN A FULLY  
CLOSED CONDITION, CAUSING A DOOR OPEN WARNING CONDITION. IT  
MAY TAKE SEVERAL ATTEMPTS TO FORCEFULLY SLAM THE REAR DOOR  
CLOSED BEFORE IT LOCKS CORRECTLY. THIS HAPPENS MULTIPLE TIMES

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101



1 EACH MONTH. ON VEHICLE WITHOUT AUTO CLOSING REAR DOOR  
2 OPTION.

3 **NHTSA ID Number:** 11396844

4 **Incident Date** December 30, 2020

5 **Complaint Date** February 18, 2021

6 **Consumer Location** STOCKBRIDGE, GA

7 **Vehicle Identification Number** 5FNRL6H70KB\*\*\*\*

8 **Summary of Complaint**

9 WATER KEEPS LEAKING IN THE TRUNK. EVERYTIME IT RAINS THERE IS A  
10 PUDDLE IN THE TRUNK. THIS HAS HAPPENED WELL OVER 15 TIMES AND  
11 AMERICAN HONDA HAS NOT ACKNOWLEDGED THIS BEING AS RECALL.  
12 THIS ISSUE HAS BEEN ALL OVER THE FORUM AND REDDIT AS WELL. I AM  
13 NOT THE FIRST ONE THAT HAS FACED THIS ISSUE.

14 **NHTSA ID Number:** 11436110

15 **Incident Date** May 26, 2021

16 **Complaint Date** October 8, 2021

17 **Consumer Location** JACKSONVILLE, FL

18 **Vehicle Identification Number** 5fnrl6h72jb\*\*\*\*

19 **Summary of Complaint**

20 Vehicle leaking water on backside and is causing electric issues. One of the issue is rear  
21 lift gate malfunctioning. The hatching opening on its own etc which is a safety risk. The  
22 dealer repaired this under warranty and they issue came back again almost four times  
23 so far. Now dealer is saying the issue is due to leaking water from top which they  
24 mentioned after vehicle went out of warranty and asking to contact body shop to identify  
25 the leak. The honda dealer not fixing the issue now. Please check if you received similiar  
26 issue and help with me regarding the same.

27 **NHTSA ID Number:** 11455778

28 **Incident Date** March 23, 2018

**Complaint Date** March 8, 2022

**Consumer Location** BRENTWOOD, NH

**Vehicle Identification Number** 5FNRL6H76JB\*\*\*\*

**Summary of Complaint**

After leasing our car for less than 1 year - the power liftgate malfunctioned (which  
coincidentally there had been a recall in the past on our honda odyssey 2009 for appears  
to be the exact same issue.) It seems to be exactly the same thing happening again with  
the 2018 model we have now. So that the trunk won't open by itself. So for the past few  
years we had too manually lift the trunk and it's extremely heavy to lift and slow and  
can bang you in the head because it does not lift very high. If this wasn't bad enough a  
month ago the electrical power/fuse to even accomplish what I just explained  
electrically shorted for no reasonable explanation. So that my husband has to quite  
literally climb through the two rows of seats take the plastic off permanently on the  
manual/nonelectric trunk release from the inside of the car in order to get our trunk door  
to open at all. The outside of the car electrical button has no electricity running in it at  
all. This is terrible for a family of 5 children. There haven't been any recalls on this and  
I'm sure it'll be quite expensive to replace. Please look into this issue for us please.  
Thank you kindly. Please see below the recall in 2009 that should also be for the 2018  
model as well. HONDA IS RECALLING CERTAIN MODEL YEAR 2008-2009  
ODYSSEY VEHICLES, THE GAS-FILLED STRUTS THAT HELP TO RAISE AND  
SUPPORT THE LIFTGATE OF VEHICLES EQUIPPED WITH A POWER  
LIFTGATE SYSTEM MAY BE PRONE TO EARLY LIFE FAILURES DUE TO A  
MANUFACTURING FLAW. THE FLAW CAN RESULT IN A LEAK OF THE  
PRESSURIZED GAS, LEADING TO REDUCED STRUT PERFORMANCE.



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11459108

**Incident Date** March 20, 2022

**Complaint Date** March 31, 2022

**Consumer Location** RACINE, WI

**Vehicle Identification Number** 5FNRL6H2XLB\*\*\*\*

**Summary of Complaint**

The contact owns a 2020 Honda Odyssey. The contact stated while driving at an undisclosed speed, the warning message "Lift Gate Open" illuminated. The vehicle was taken to the local dealer, where it was diagnosed that the lift gate was fractured. The vehicle was repaired; however, the failure recurred. The vehicle was taken to the same local dealer, where it was diagnosed that the striker plate needed to be replaced. The vehicle was repaired; however, the failure persisted. The vehicle was taken back to the local dealer but was not diagnosed or repaired. The manufacturer was notified of the failure but provided no assistance. The failure mileage was approximately 13,000.

**NHTSA ID Number:** 11473935

**Incident Date** February 1, 2022

**Complaint Date** July 14, 2022

**Consumer Location** ANDREWS, SC

**Vehicle Identification Number** 5FNRL6H77JB\*\*\*\*

**Summary of Complaint**

The component that is giving me issues is the power liftgate. As I have been driving down the road, it has unlocked and opened even at a stoplight. And would go up and down up and down until finally it runs the battery completely dead. I have taken it to Honda. They did not know what's causing it. I am taking it now to another service dealer. to see if he can fix it. I'm in hopes that he can do something. But upon reviewing other complaints online, this has been an issue for other people. That could cause a lot of safety issues for anyone around the vehicle or driving the vehicle.

**NHTSA ID Number:** 11474577

**Incident Date** January 18, 2019

**Complaint Date** July 18, 2022

**Consumer Location** SILVER SPRING, MD

**Vehicle Identification Number** 5FNRL6H98JB\*\*\*\*

**Summary of Complaint**

The automatic tail gate hatch closes when its fully open. It will close while under it and bumps your head if you're not careful. I have bumped my head a few times. Nothing serious enough to see a doctor but it happens 95% of the time the gate is opened. I reported this to Honda dealer where I purchased the vehicle over two years ago before COVID but it doesn't seem to concern them.

**NHTSA ID Number:** 11475412

**Incident Date** June 1, 2022

**Complaint Date** July 22, 2022

**Consumer Location** WARRIORS MARK, PA

**Vehicle Identification Number** 5FNRL6H79JB\*\*\*\*

**Summary of Complaint**

Vehicle keeps turning on accessory mode uncommanded. Resulting in draining battery. Battery is then recharged and process starts over again. Took vehicle to Honda dealership for diagnosis. Dealership diagnosed tailgate control module. Disconnected all connections to that module and problem persists. Constant discharge and recharge of battery presents a fire hazard. A automotive/mechanical engineer evaluated the problem, suggested it was the body control module and highly recommended I not park my vehicle in my attached garage until the problem is resolved.

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11478984

**Incident Date** August 12, 2022

**Complaint Date** August 12, 2022

**Consumer Location** BROWNSBURG, IN

**Vehicle Identification Number** 5FNRL6H73JB\*\*\*\*

**Summary of Complaint**

It is very common for the vehicle model to experience water intrusion toward the back lift gate because of rain. This can cause electric problems with the vehicle that can result in property damage or death. Airbags may not deploy due to water damage as well. These vehicles should be recalled as soon as possible. Most owner are not aware of this issue because they park vans in a garage. Please investigate this matter and issue a recall

**NHTSA ID Number:** 11497586

**Incident Date** November 15, 2022

**Complaint Date** December 15, 2022

**Consumer Location** PORT ORANGE, FL

**Vehicle Identification Number** 5FNRL6H92LB\*\*\*\*

**Summary of Complaint**

The contact owns a 2020 Honda Odyssey. The contact stated that the vehicle was leaking water from the roof seam near the driver's side rear of the vehicle. The leak caused water to form a puddle in the trunk tray compartment of the vehicle. The contact had taken the vehicle to the dealer who resealed the roof seam. The manufacturer was made aware of the failure. The approximate failure mileage was 23,900.

**NHTSA ID Number:** 11501226

**Incident Date** November 23, 2022

**Complaint Date** January 11, 2023

**Consumer Location** FRIENDSWOOD, TX

**Vehicle Identification Number** 5FNRL6H72JB\*\*\*\*

**Summary of Complaint**

GOODMORNING, I bought my car honda Odyssey 2018 model, on August 20th, 2018, from Honda of Clearlake, in League City, TX, the day they opened new location, this car has been giving us trouble since then. when under warranty the sunroof motor became faulty. I agree that they repaired it but took more than a week to get repaired. The car has less than 30000 miles now, last year November when I was driving car started showing up multiple warning lights, and tail gate not closing and locking and took the car dealer service center and without proper multi point inspection they ruled out its poor battery and changed it. Within a week again the same problem started appearing, took the car to dealer service center and took almost more than week to do inspection and stated that, there is a faulty weld and leak on back tail gate hinges in car and water is seeping into electrical system which is on driver side rear in between plastic trim and main body. this caused a short circuit and multiple warning lights turning on. electrical system and carpets were damaged, and they recommended to change whole harness and electrical components which will be more than \$6000.00 After a week they stated that it has a faulty caulk on roof were water seeping through, Honda of clear lake service advisor [XXX] agreed that he have come across multiple cars (3 or 4) in same dealer ship with same problems. nobody knows how many dealers service centers had same problem. This is clearly manufacturing defect and Honda corporate don't want to make this issue a recall. they agreed to replace components, but we have to pay the labor which we agreed, but it's been more than a month which they can't repair and give back our car. now I think this leak issue and the issue, I mentioned earlier (faulty sunroof motor) is somehow related. I would request you to probe an enquiry into this issue which, can be an electrical and fire hazard and rule out to be a recall from Honda side. Thanking you INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11511139

**Incident Date** January 18, 2023

**Complaint Date** March 10, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H79LB\*\*\*\*

**Summary of Complaint**

On 18 January 2023 the tailgate on our 2020 Odyssey refused to open. Neither the inside switch nor the outside switch does anything. I crawled in the back and checked the fuses and both are good. I also discovered that the emergency tailgate release did not function. Took it to the dealer, Greenway Honda in Florence, Alabama, an hour from home, and they weren't able to find the fault with a cursory check and a reboot of whatever computer system is applicable. They said they need to keep it for at least a half day and "really tear into it." But we could not leave the vehicle at that time, having no transportation home. Eventual diagnosis determined the tailgate control module, the tailgate closure motor, and the tailgate latch had all failed. Parts were on backorder and no estimate on availability. After I contacted Honda corporate the parts suddenly became available at the dealership within a few days. Repairs were effected on 27 February at Greenway Honda, Florence, Alabama. We were without the full use of our vehicle for approximately six weeks. Occupants could become trapped in the vehicle if the front doors were disabled in a collision and electrical power was lost, rendering the sliding doors and the tailgate inoperative. The emergency release lever also would not function and this could trap occupants completely. Examination of the tailgate electronic control module shows water infiltration which conceivably shorted the closure motor and jammed the latch, making it impossible to open the tailgate. Photos of the failed electronic module were provided to the dealership and to Honda corporate. The failed parts are in my possession and are available for inspection.

**NHTSA ID Number:** 11514170

**Incident Date** March 23, 2023

**Complaint Date** March 28, 2023

**Consumer Location** PORTSMOUTH, NH

**Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

**Summary of Complaint**

While driving multiple system failure- warning lights then failure of: blind spot alert, lane departure, back up camera, wipers, tailgate function. When able to stop, power locks did not function. Inability to access rear of car via sliding doors would pose serious risk if accident occurred due to system failure. Prior to all systems alert, tailgate warning light had been intermittently appearing for a few days. Dealer service center noted water leak from unsealed section between window and frame in back driver side panel that corroded body console module.

**NHTSA ID Number:** 11516508

**Incident Date** April 11, 2023

**Complaint Date** April 11, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H79KB\*\*\*\*

**Summary of Complaint**

The rear power lift gage has stopped working due to leaking in the rear of the van. Per online threads, this is a common issue and should be a recall as so many issues have happened to other with this same problem.

**NHTSA ID Number:** 11524076

**Incident Date** May 26, 2023

**Complaint Date** May 26, 2023

**Consumer Location** Unknown

**Vehicle Identification Number 5FNRL6H7XJB\*\*\*\***

**Summary of Complaint**

I have 2018 Odyssey EXL . on instrument display got message "Power Tailgate Issue". The tailgate can not open either by control button or manually. I have already had this issue 2 times. I sent it to dealer and been told the power tailgate control module was intruded by water. I replaced the control module, and after several months, the issue recovered. The power tailgate can not open and close will cause my trip in danger. I hope the honda can fix this issue for the customers free.

**NHTSA ID Number: 11526594**

**Incident Date June 1, 2023**

**Complaint Date June 12, 2023**

**Consumer Location Unknown**

**Vehicle Identification Number 5FNRL6H78MB\*\*\*\***

**Summary of Complaint**

The rear lift gate will be open and then all the sudden decide it needs to be shut. Beeps really load and then come down hard and fast with no real time to recognize what is happening and get out of the way. It hurts and doesn't stop when it hits a person

**NHTSA ID Number: 11527986**

**Incident Date August 1, 2022**

**Complaint Date June 20, 2023**

**Consumer Location Unknown**

**Vehicle Identification Number 5FNRL6H72JB\*\*\*\***

**Summary of Complaint**

Rear hatch on our Odyssey EX-L started giving a "Power Tailgate Problem", and it would not open at all except by mechanically releasing the hatch from the emergency access panel. I replaced the rear hatch control module and the hatch could now again be opened from the outside as normal, but the power tailgate still did not function up and down, and requires manual lifting open and pushing closed. Upon inspection, the removed/malfunctioning control module appears to have failed due to water infiltration, meaning water has entered the inside of the vehicle and then shorted electrical components, potentially creating a fire hazard.

**NHTSA ID Number: 11529349**

**Incident Date April 1, 2022**

**Complaint Date June 28, 2023**

**Consumer Location Unknown**

**Vehicle Identification Number 5FNRL6H74JB\*\*\*\***

**Summary of Complaint**

Vehicle was taken into Honda dealer due to trunk not opening and closing properly & receiving "Power Tailgate Failure" warning and rear entertainment system not working. After many hours, I was told the power tailgate control unit and floor wire harness would need replaced due to corosion from water damage ??? This was at 42,653 miles!! They couldn't explain how the damage could have happened and Honda refused to do anything about fixing it.

**NHTSA ID Number: 11531122**

**Incident Date June 22, 2023**

**Complaint Date July 9, 2023**

**Consumer Location Unknown**

**Vehicle Identification Number 5FNRL6H77JB\*\*\*\***

**Summary of Complaint**

Water leaking in from roof or driver side windows into rear electronics at the fuse box and the tailgate control module. When control module was removed there was gross



evidence of water saturation in the control module and multiple areas of corrosion, rust and fouling of electrical components causing battery to drain dead.

**NHTSA ID Number:** 11535640

**Incident Date** July 30, 2023

**Complaint Date** July 31, 2023

**Consumer Location** ORLANDO, FL

**Vehicle Identification Number** 5FNRL6H72JB\*\*\*\*

**Summary of Complaint**

After rainfall water is leaking into the rear fuse box compartment located behind the 3rd row seats and causing the tailgate control module and other parts to fail. The tailgate does not have any power and cannot be opened or closed with the fob or the push buttons located in the tailgate or in the dashboard area. The tailgate cannot be locked as the latch does not engage and it can be very risky to drive the vehicle as the tailgate might come open while driving. There might be some opening on the roof of the vehicle from where water is leaking into the fuse compartment and causing this hazardous situation.

**NHTSA ID Number:** 11537560

**Incident Date** August 9, 2023

**Complaint Date** August 9, 2023

**Consumer Location** SUMMERVILLE, SC

**Vehicle Identification Number** 5FNRL6H72LB\*\*\*\*

**Summary of Complaint**

1)The back hatch will randomly close. The first time it happened I didn't know what was going on and it hit me in the head. Today my kids were there and it almost hit them but I pushed them out of the way because I knew what was happening as it makes a certain noise first. 2)It stalls out randomly at red lights. 3) the doors won't open or close at times. 4) the dvd player gets so hot it almost burns you and the dvd player won't work. When I contact the dealer they say they can't do anything since it happens randomly and it if doesn't happen when it's at the dealership they don't know what to do so they don't even make an appointment. Two years ago we complained that the door didn't have a sensor because it shut my two year olds hand in the door. Honda acted like we were crazy. Then it became a recall and they 'fixed' them. But now they won't open or close.

**NHTSA ID Number:** 11539546

**Incident Date** August 1, 2023

**Complaint Date** August 19, 2023

**Consumer Location** NEW PORT RICHEY, FL

**Vehicle Identification Number** 5FNRL6H76KB\*\*\*\*

**Summary of Complaint**

Power lift gate control module has shorted out due to water leak somewhere on my van. Board has visible water damage. Tailgate won't open or shut at all. Has to be done manually from inside the vehicle through trim opening on rear tailgate.

**NHTSA ID Number:** 11539871

**Incident Date** August 16, 2023

**Complaint Date** August 21, 2023

**Consumer Location** MIAMI, FL

**Vehicle Identification Number** 5FNRL6H72KB\*\*\*\*

**Summary of Complaint**

The contact owns a 2019 Honda Odyssey. The contact stated that a message indicating the power liftgate failure was displayed, and 2-3 days later, the power liftgate failed to open as needed. The vehicle was taken to the dealer, where it was diagnosed that water

1 intrusion in the power liftgate control module had caused the liftgate to fail to operate  
2 as designed. The vehicle was not repaired. The manufacturer was not notified of the  
failure. The failure mileage was approximately 32,700.

3 **NHTSA ID Number:** 11542006  
4 **Incident Date** August 31, 2023  
5 **Complaint Date** September 1, 2023  
6 **Consumer Location** EVERETT, WA  
7 **Vehicle Identification Number** 5FNRL6H75JB\*\*\*\*  
8 **Summary of Complaint**

9 While the van was in motion, the power tailgate unlocked and opened on its own. The  
10 dashboard displayed tailgate open warning message. I slowed down and the lock re-  
11 engaged to to close the tailgate. It happened again later that evening. Fortunately, I was  
12 within city limits, driving about 40 mph.

13 **NHTSA ID Number:** 11543594  
14 **Incident Date** January 18, 2023  
15 **Complaint Date** September 9, 2023  
16 **Consumer Location** PLEASANT HILL, IA  
17 **Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*  
18 **Summary of Complaint**

19 The power tailgate on my 2018 Honda Odyssey EX-L started opening and closing on  
20 its own, seemingly at random. The latch would not cinch and the gauge cluster reported  
21 an opening attempt while driving on the highway. This failure cascaded and ended up  
22 bringing every device on the B-CAN network down, including the instrument cluster,  
23 heated seats, power sliding doors, ADAS systems including FCW/LDW/LKA and  
24 various telltales and buttons on the dash. Upon disassembly of the interior to expose the  
25 affected controllers, I discovered that the power tailgate controller was full of water.  
26 There was enough water in it to cause arcing of the power and CAN terminals. I traced  
27 the ingress path upwards and discovered a crack in the seam sealer on the roof,  
28 underneath the left roof rack rail at the very rear of the vehicle. Water enters under the  
roof rail, drips down the door hinge, then drips down the body to the cup holder and  
directly into the controller. To remediate I had to replace the damaged controller and  
apply seam sealer underneath the roof rail at a cost of approximately \$200. I called the  
local dealer to attempt to report this to Honda but was unable to find the appropriate  
person. Over a dozen people have reported this issue online and there are pictures of the  
issue. I posted pictures to one of the links referenced below and have additional pictures.  
I believe this is a manufacturing defect and not caused by age or use of the vehicle and  
there is strong evidence it affects a lot of people. The issue will be particularly prevalent  
when the vehicle is parked outside on a downward incline. I work in a related industry  
on embedded devices that must meet functional safety standards, and I believe an issue  
like this would lead to a mandatory safety recall. [XXX] [XXX] INFORMATION  
REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5  
U.S.C. 552(B)(6)

23 **NHTSA ID Number:** 11544922  
24 **Incident Date** August 26, 2023  
25 **Complaint Date** September 16, 2023  
26 **Consumer Location** BELLEVUE, WA  
27 **Vehicle Identification Number** 5FNRL6H73KB\*\*\*\*  
28 **Summary of Complaint**

The trunk lift gate can suddenly fail and slam down quickly, being a safety hazard.  
When the trunk opens, it will move up and down a few times, then it will beep three  
times and slam shut. It consistently happens when parked on an incline.



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11545031

**Incident Date** August 15, 2023

**Complaint Date** September 17, 2023

**Consumer Location** FORT LAUDERDALE, FL

**Vehicle Identification Number** 5FNRL6H75KB\*\*\*\*

**Summary of Complaint**

rear tailgate seal failure 2019 honda odyssey allowing water intrusion and corrosion of lift gate control module, per ft lauderdale honda dealer. Not a safety issue but a design defect per other honda owners.

**NHTSA ID Number:** 11545160

**Incident Date** September 8, 2023

**Complaint Date** September 18, 2023

**Consumer Location** HENDERSON, NV

**Vehicle Identification Number** 5FNRL6H81JB\*\*\*\*

**Summary of Complaint**

The contact owns a 2018 Honda Odyssey. The contact stated that upon opening the electronic tailgate and entering the trunk of the vehicle, an alert sounded, indicating that the tailgate was closing. After closing the tailgate, the tailgate suddenly jerked open, striking the contact. No warning lights were illuminated. The vehicle was taken to the dealer, who was unable to duplicate the failure. The vehicle was then taken to an independent mechanic, who was also unable to duplicate the failure. The vehicle was not repaired. The manufacturer was notified of the failure but was unable to assist. The failure mileage was 172,000.

**NHTSA ID Number:** 11548844

**Incident Date** October 7, 2023

**Complaint Date** October 7, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H98JB\*\*\*\*

**Summary of Complaint**

Every time when it rains, the power tail gate fails showing beeping noise from the rear and on the screen and unable to lock the doors. Had to replace the power tail module couple of times so far and still problem persists. The Honda dealership mentioned there was a leak, repaired and replaced the module , inspite of the fix prblem still persists when it rains

**NHTSA ID Number:** 11555697

**Incident Date** October 30, 2023

**Complaint Date** November 17, 2023

**Consumer Location** LOVELAND, OH

**Vehicle Identification Number** 5FNRL6H82KB\*\*\*\*

**Summary of Complaint**

The motor that raises and lowers the rear liftgate failed and has been repaired already at a Honda Dealership. The van is not even 5 years old yet and the motor failing caused the lift gate to droop after opening causing my wife and I to bang our heads on it if we weren't watching for it. The more important safety concern is if the liftgate lowers to a certain point, the motor causes it to bounce up and down slightly and then automatically close. My concern for the safety of my young children made me get it repaired promptly. The honda dealership did confirm that the motor failed and it caused strain on the right strut as well need it to be replaced as well. There were no warning lights on dash. This is a youtube link to someone else with the same van and year with the same problem. This is what my van was doing. [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11557345

**Incident Date** October 27, 2023

**Complaint Date** November 28, 2023

**Consumer Location** ROCKLEDGE, FL

**Vehicle Identification Number** 5FNRL6H73JB\*\*\*\*

**Summary of Complaint**

Water intrusion on the driver side rear panel has caused the power tailgate command module to short out twice now.

**NHTSA ID Number:** 11557923

**Incident Date** November 3, 2023

**Complaint Date** December 1, 2023

**Consumer Location** POUGHKEEPSIE, NY

**Vehicle Identification Number** 5FNRL6H74JB\*\*\*\*

**Summary of Complaint**

Tailgate controller issue. 2018 Honda Odyssey: A day after a day of rain, we went out shopping and stopped at a store. Getting out, we saw "Tailgate Controller Problem" message appear on the dashboard. I tried to open/close the tailgate but it just kept latching and unlatching. I was finally able to get it to remain closed by pushing on the tailgate. After heading to another store, saw a "high-beam problem" message, and another message, so we went home. At night, I noticed the interior ceiling lights going on and off. I went to start the van, and my key fob would not unlock the door. I used the emergency key in the fob and tried opening the drivers door...after 45 seconds of turning left and turning right, the windows rolled down about an inch, then the door unlocked. I started the van and moved it up in the driveway and turned it off, and checked a couple of times all night to see if the lights came back on. The next morning, I had to charge the battery because it was at 3Vs. I drove the van to make sure the alternator was working, and then saw messages: blinking "R" for reverse blinking "D" and no turn signals, and messages appeared: "Transmission Problem". "Keyless Start System Problem", "Blind Spot Info System Problem". We dropped the van off at the dealer and it would not lock with the fob, and the center dashboard console (with the navigation menu) remained on with the engine off and door closed. Dealer ordered a Tailgate Controller. When we asked the person at the desk, what the issue was... "moisture got in". I told him there is a discussion on the internet about a (design) leak in the roof causing this issue. He said, the controller is in the tailgate not in the van. But I know its on the side panel. This situation is very dangerous because a week before we had traveled with the van, out of state, on the interstate, trying to get people to airports and if these messages had appeared then, we would have had a very harrowing experience. A message is still seen

**NHTSA ID Number:** 11558852

**Incident Date** December 2, 2023

**Complaint Date** December 6, 2023

**Consumer Location** FRISCO, TX

**Vehicle Identification Number** 5FNRL6H71KB\*\*\*\*

**Summary of Complaint**

I am writing to express my deep concern regarding the significant reliability issues I have encountered with my 2019 Honda Odyssey. Unfortunately, these issues have led to inconveniences, unexpected expenses, and a reevaluation of my trust in the vehicle's long-term dependability. During the warranty period, the vehicle suffered from water infiltration in the trunk, resulting in flooding. Addressing this problem required multiple interventions by the dealership. Post-warranty, an electrical/electronic component related to the liftgate module malfunctioned, leading to an unforeseen repair that cost upwards of \$800+. Subsequently, the vehicle experienced recurring starting problems, necessitating jump-starts on multiple occasions. Most recently, a complete failure to

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

1 start occurred, requiring towing to the dealership, which unfortunately happened while  
2 away from home. Extensive diagnostics revealed the necessity to reprogram the BCM  
3 (Body Control Module) to resolve the issue. The repetitive and varied nature of these  
4 issues, especially for a four-year-old vehicle, raises concerns about the reliability and  
5 quality standards associated with the Honda Odyssey. These recurring inconveniences  
6 and unexpected expenses have compelled me to reconsider recommending this vehicle  
7 to friends and family. Of particular concern is the possibility of experiencing a  
8 breakdown in remote areas during extended trips. The prospect of being stranded with  
9 my family in such situations is troubling and potentially unsafe. Urgent attention to  
10 resolving these issues is crucial to avoid any untoward incidents for myself or other  
11 Odyssey owners. While I have raised my concerns with Honda, I am also contemplating  
12 sharing this experience with the NHTSA. The uncertainty surrounding potential future  
13 issues while driving has led me to consider selling this vehicle. I believe it's essential to  
14 document these concerns for the safety and awareness of others who might face similar  
15 situations.

9 **NHTSA ID Number:** 11560655  
10 **Incident Date** November 28, 2023  
11 **December 18, 2023**  
12 **Consumer Location** TACOMA, WA  
13 **Vehicle Identification Number** 5FNRL6H70KB\*\*\*\*  
14 **Summary of Complaint**

15 My power tailgate control unit is fried due to a leak in rear driver side.

13 **NHTSA ID Number:** 11561397  
14 **Incident Date** December 11, 2023  
15 **Complaint Date** December 21, 2023  
16 **Consumer Location** OVIEDO, FL  
17 **Vehicle Identification Number** 5FNRL6H89MB\*\*\*\*  
18 **Summary of Complaint**

19 All of the safety system and efficiency systems had failures which made us take to our  
20 local Honda dealership for evaluation. After the first visit we were told that they could  
21 not find the problem, although they saw all of the error messages. The error messages  
22 appeared again 3 days later so we took it back to our local Honda dealership. This time  
23 one of the service reps had seen that problem before and said it probably was due to  
24 water entering the rear trunk circuit board controller and shorting out the connections.  
25 This was confirmed by a service tech during the 2nd evaluation. After research this is  
26 apparently a common issue. We had to pay approximately \$700 to fix the situation  
27 because Honda does not have this issue as a recall. We believe this is a clear design  
28 error that allows water to enter the circuit board housing. This created a dangerous  
situation as the head lamps as well as the driver safety features and direction signals  
intermittently worked due to the shorted out circuit board.

23 **NHTSA ID Number:** 11563196  
24 **Incident Date** December 26, 2023  
25 **Complaint Date** January 2, 2024  
26 **Consumer Location** GERMANTOWN, MD  
27 **Vehicle Identification Number** 5FNRL6H77KB\*\*\*\*  
28 **Summary of Complaint**

Rear lift gate ceased operating, unlocking or opening. Later received errors on dash for  
blind spot malfunction and transmission error. Dealer says it is an issue with water  
leaking into the rear chassis getting into the exposed electronics.

27 **NHTSA ID Number:** 11563419  
28 **Incident Date** December 27, 2023

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**Complaint Date** January 3, 2024

**Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H71LB\*\*\*\*

**Summary of Complaint**

In my area, there has been lots of heavy rain. There was a water leak on the interior rear driver side, causing the tailgate control module (TCM) to fail part # 74970-THR-A12. The tailgate trunk or 5th door is not working, will not open, will not activate. I took my 2020 Honda Odyssey to my local dealership but no help. Many vans from Honda, years 2018-2021 are having this very same issue. Please help me resolve this matter. Honda should have a recall on this and replace at no charge.

**NHTSA ID Number:** 11563377

**Incident Date** December 27, 2023

**Complaint Date** January 3, 2024

**Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H75KB\*\*\*\*

**Summary of Complaint**

Power tailgate problem repeatedly flashed on dashboard but would disappear before it was legible and the car was beeping while driving. We stopped and tried to see what the problem was but it wasn't until we finally arrived home that it finally showed the full error on the screen. Apparently this drained the battery as well and we had to call AAA the following day to start the vehicle. They tested the battery which was only 2 years old (OEM battery died after only 2 years) and said it was fine. Drive around for 40 minutes and the next day it was dead again. Had it towed to the dealer who after much discussion agreed to replace the battery even though I read online about people having issues with water leaking onto the power tailgate module. The dealer told me they had to replace the battery instead and the next day called to say that I was right, the battery replacement didn't solve it. And when they looked at the power tailgate module it was indeed corroded from moisture. But they wanted an additional \$500 so they could subcontract to an "expert" who could seal that leak. I told them to only replace the module and asked why a recall hadn't been issued. They said this was beyond their pay grade. I told them I'll find a way to seal it myself.

**NHTSA ID Number:** 11563361

**Incident Date** December 28, 2023

**Complaint Date** January 3, 2024

**Consumer Location** BOYCE, LA

**Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

**Summary of Complaint**

Power Tailgate failure, from water leaking into the vehicle. The power tailgate would open and close on its own, even when driving down the road. This is a SERIOUS safety issue if you have children in the vehicle. First sign of failure was a message of tailgate problem on the information center of the dash. That is when the intermittent opening and closing began, as well as battery going dead. Took to Honda to be serviced (Walker Honda in Alexandria, Louisiana). Was informed that water did indeed leak into the van from someplace, they did not know from where. Was told van needed a new battery as well as a module replacement for the power tailgate and a Water test to see where the water was leaking in. Total cost of around \$1600. Was then informed that the entire wiring harness might also need to be replaced because water corroded or damaged the contacts on the harness that affect MANY other parts of the van, including some safety systems. That was an estimated cost of \$7000 but was told the technician could possibly just clean off the wiring harness contacts and try to drive it that way and see if it fixes the problem. Van has little over 130,000 miles on it and Power Tailgate is rarely used as we have no children and don't haul much, except groceries.



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11565233

**Incident Date** January 3, 2024

**Complaint Date** January 12, 2024

**Consumer Location** CALABASAS, CA

**Vehicle Identification Number** 5FNRL6H78KB\*\*\*\*

**Summary of Complaint**

Trunk is not properly sealed resulting in water getting into the trunk and corroding the tailgate control unit, this issue has been reported online hundreds of times. A week after my trunk flooded during heavy rain my car warning lights for the brake system, lane keep assist and several others lit up and wont work, the lights turn on and off intermittently - again this issue is being reported online by multiple owners. This is a known issue Honda refuses to acknowledge or resolve.

**NHTSA ID Number:** 11565805

**Incident Date** January 12, 2024

**Complaint Date** January 16, 2024

**Consumer Location** MOUNT HOLLY, NC

**Vehicle Identification Number** 5FNRL6H79LB\*\*\*\*

**Summary of Complaint**

There is a water leak in the factory seals of the rear tailgate which causes the Power Tailgate Control Module to fail. The tail gate can no longer be closed/latched and requires replacement and sealing of the water leak.

**NHTSA ID Number:** 11566120

**Incident Date** January 10, 2024

**Complaint Date** January 17, 2024

**Consumer Location** OXFORD, PA

**Vehicle Identification Number** 5FNRL6H77KB\*\*\*\*

**Summary of Complaint**

Power tailgate began to malfunction first by opening slowly or not opening at all. Once open, would not close automatically. Would require a lot of manual force. Then, a "Power Tailgate Problem" error began to show on the dashboard. We took it to our local mechanic within about a week's time. They found the following 9 electrical codes: Power Tailgate Control Unit Internal Error Power Tailgate Right Touch / Pinch Sensor Circuit Malfunction Power Tailgate Left Touch / Pinch Sensor Circuit Malfunction Tailgate Closer Unit Half Latch Switch Circuit Malfunction Power Tailgate Sensor Pulse "A" Circuit Malfunction Power Tailgate Sensor Pulse "B" Circuit Malfunction Power Tailgate Drive Motor Circuit Malfunction Left Power Sliding Door Touch / Pinch Sensor Signal Error Left Power Sliding Door Touch / Pinch Sensor Signal Error They then found that the water was on/in the Power Liftgate Control Unit stemming from a leak somewhere in the body, probably around the D pillar. The Power Liftgate Control Unit will be replaced. The local mechanic recommended contacting Honda or a body shop to find the location where the water is entering the car.

**NHTSA ID Number:** 11566344

**Incident Date** August 11, 2023

**Complaint Date** January 18, 2024

**Consumer Location** TAMPA, FL

**Vehicle Identification Number** 5FNRL6H73KB\*\*\*\*

**Summary of Complaint**

Water leaked through the roof causing the tailgate motor to fail. There are separations in the body seams above the tailgate. The vehicle has not been an accident.

**NHTSA ID Number:** 11566712

**Incident Date** December 1, 2023  
**Complaint Date** January 20, 2024  
**Consumer Location** HOUSTON, TX  
**Vehicle Identification Number** 5FNRL6H76KB\*\*\*\*

**Summary of Complaint**

A faulty body seam seal allowed rain to enter the body of the vehicle and infiltrate the power tailgate control module. On my vehicle, this produced the error message "Tailgate Problem". The tailgate would fail to open, open part way and then close, or attempt to open at random. There have been reports of tailgates opening while driving as a result of this problem. My dealer replaced the tailgate module and re-sealed the body seam where water was entering. This seam is where the top and side panels of the vehicle join near the driver's side tailgate hinge. This is a manufacturing defect in the body seam seal that is allowing this to happen. The problem has been extensively documented by vehicle owners at [XXX] This unsafe driving condition should be subject to a recall to prevent anyone's tailgate from opening unexpectedly while operating the vehicle, creating a hazardous condition for occupants or for other motorists who might be affected by items falling out of the rear tailgate. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

**NHTSA ID Number:** 11568068  
**Incident Date** December 30, 2023  
**Complaint Date** January 26, 2024  
**Consumer Location** CASTLE HAYNE, NC  
**Vehicle Identification Number** 5FNRL6H77JB\*\*\*\*

**Summary of Complaint**

The power tailgate control module failed due to water leaking through holes in the seam. The power tailgate problem light came on when the issues began. I was unable to open the tailgate using the button by the driver's controls, the remote fob, or the exterior button on the tailgate. The only way to open the tailgate was the manual release on the interior tailgate. There was constant beeping while driving forward or in reverse. We removed the power tailgate control module, and there was obvious corrosion around the entire part. We applied seam sealer on the driver side roof rail and installed a new ptg control module. The new module began having similar issues approximately 2 weeks later. We removed it, and could see obvious corrosion beginning on one side of the ptg control module. We applied seam sealer above the rear tailgate window and attempted to clean the affected areas on the ptg control module in hopes that it will work again. The power function of the tailgate is not working, but the power tailgate problem light is not on and there is no beeping. I am now able to open the tailgate manually using the exterior button on the tailgate. Driver's control button, remote fob button, and button on the tailgate to close it do not work.

**NHTSA ID Number:** 11568060  
**Incident Date** January 26, 2024  
**Complaint Date** January 26, 2024  
**Consumer Location** TAUNTON, MA  
**Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

**Summary of Complaint**

POWER LIFT GATE AND POWER SLIDING MINIVAN DOOR DO NOT WORK  
LEAK IN BODY CAUSED ELECTRICAL SHORT AND CORROSION OF  
LIFTGATE POWER CONTROL UNIT. BAD DESIGN SAFETY ISSUE. DANGER  
OF CHILD ENTRAPMENT. SHOULD BE RECALL AND HONDA SHOULD FIX

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11568287

**Incident Date** January 25, 2024

**Complaint Date** January 28, 2024

**Consumer Location** HOT SPRINGS NATIONAL PARK, AR

**Vehicle Identification Number** 5FNRL6H73JB\*\*\*\*

**Summary of Complaint**

Power tailgate problem. Middle both passenger side door did not latch. Power tailgate cannot open automatically. It happened recently, and happened every year as far as I remember, when raining season, or winter time. It just happened few days ago. Passenger side door did not latch. I was driving with baby in car seat, on freeway, when door latch did not lock properly. My wife had this incident as well, and called Honda dealer, and they may or may not repaired the latch, and we rarely have this incident anymore after my wife called Honda dealer, cause she freaked out door was open loosely while driving. But on left side, occasionally cannot open or closed, not as extreme as before we complained to dealer.

**NHTSA ID Number:** 11568464

**Incident Date** January 26, 2024

**Complaint Date** January 29, 2024

**Consumer Location** KANNAPOLIS, NC

**Vehicle Identification Number** 5FNRL6H71JB\*\*\*\*

**Summary of Complaint**

2018 Honda Odyssey motorized tailgate has completely stopped working. Will not open. Numerous accounts say this is due to water getting into the rear tailgate control module and have had tremendous amount of rain this week. Have not had it looked at by dealer yet but must be fixed. Warning message appeared twice on dash 10 minutes before the failure.

**NHTSA ID Number:** 11568412

**Incident Date** January 3, 2024

**Complaint Date** January 29, 2024

**Consumer Location** JACKSON, SC

**Vehicle Identification Number** 5FNRL6H70JB\*\*\*\*

**Summary of Complaint**

Dash displays error message "Power Tailgate Problem". Tailgate does not open AT ALL with either of the following methods- key fob, button on dash, or button on tailgate. It is stuck and poses a significant safety issue. What if we had a accident, all doors were stuck, and needed an exit out the back of the vehicle? The tailgate is totally inoperable and Honda needs to fix this issue as it is an extremely common issue and not very cheap to repair.

[February 6, 2024 NHTSA ID NUMBER: 11570351](#)

[Components: ELECTRICAL SYSTEM](#)

**NHTSA ID Number:** 11570351

**Incident Date** January 5, 2024

**Complaint Date** February 6, 2024

**Consumer Location** NEW PALTZ, NY

**Vehicle Identification Number** 5FNRL6H78JB\*\*\*\*

**Summary of Complaint**

A defective/leaking seal in the rear of the vehicle area caused water damage and corrosion on the tailgate control unit. As a result of the control unit failure the blinkers and lights stopped working while driving. In addition rear tailgate does not open. Dealer confirmed the issue, fixed the seal and replaced control unit. Research shows this is a recurring problem on this model vehicle.

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**NHTSA ID Number:** 11571861  
**Complaint Date** February 14, 2024  
**Incident Date** February 12, 2024  
**Consumer Location** VIRGINIA BEACH, VA  
**Vehicle Identification Number** 5FNRL6H79JB\*\*\*\*

**Summary of Complaint**

The rear lift gate is not opening. The lift gate motor and latch have been replaced. The lift gate module seems to have water/moisture after a rain storm causing the gate to not open. There is an error on the display saying there is a lift gate error and the car is beeping while driving.

**NHTSA ID Number:** 11574361  
**Incident Date** January 3, 2024  
**Complaint Date** February 26, 2024  
**Consumer Location** Unknown  
**Vehicle Identification Number** 5FNRL6H71JB\*\*\*\*

**Summary of Complaint**

Rear tail gate hatch Anytime it rains the hatch will open and faults out which ultimately causing it to not close or open tailgate fault shows up on the dash and does not function anymore do to water collecting in electrical module that controls hatch due to faulty design

**NHTSA ID Number:** 11575085  
**Incident Date** March 2, 2024  
**Complaint Date** March 2, 2024  
**Consumer Location** Unknown  
**Vehicle Identification Number** 5FNRL6H71JB\*\*\*\*

**Summary of Complaint**

Rear tail gate will not open even manually due to water getting inside of control module due to faulty design which causes water to go into the module and fry it would open and close randomly when it would rain now it has stopped working all together no indicator on dash anymore I guess this last rain finished it off terrible design very disappointing with Honda this is a major issue that needs to be fixed

**NHTSA ID Number:** 11575401  
**Incident Date** February 13, 2024  
**Complaint Date** March 4, 2024  
**Consumer Location** LOWGAP, NC  
**Vehicle Identification Number** 5FNRL6H70KB\*\*\*\*

**Summary of Complaint**

My Honda odyssey 2019 started with issues turning all bunch of light in the dash, the brake system light, the road departure mitigation system light, keyless remote not working properly had to press 2 times to turn on or off, battery will drain and not work properly. The keyless fob will not unlock the car, the back sliding doors would not open at all. My car left me 2 times and I had to call geico for road assistance. I took it to the closest dealer to get it checked they thought it was the battery so we had warranty on it and they replaced it. They thought the problem was fix but again all lights came back again. This happened 3 times in the nissan dealer. This past month and a half I have been dealing with my vehicle. So this weekend we decided to take it to the Honda dealer that's 1hr away from my home, with all the lights on again, scare that she would turn off on the highway. No turn light signals working, no hazard lights working either. Finally today I got an answer from the dealer they said that the cars tailgate left side factory seal, that's like a rubber its falling off little by little and it messed up the computer that's next to the back left panel of the driver side. They say that this is wear but I have heard of too many vehicles being damage on the same spot and it starts with

1 the tailgate. They want to charge me \$673.89 to replace the tailgate control unit and that  
2 if that didn't fix the problem that I had to rewired the vehicle again and that was going  
3 to be be \$4790.78. I would love to see Honda to do a recall on this, this is something  
4 that has to do with factory issue,I don't think owners should pay for something wrong  
5 they are doing while building this mini vans. I have warranty on the vehicle and they  
6 are saying that would not cover the repair because its a water damage. This keeps  
7 happening to almost all the Honda mini vans. Pls do the search and you will see many  
8 people complaining about it. Thank you!

9 **NHTSA ID Number:** 11575964

10 **Incident Date** March 6, 2024

11 **Complaint Date** March 7, 2024

12 **Consumer Location** METUCHEN, NJ

13 **Vehicle Identification Number** 5FNRL6H75JB\*\*\*\*

14 **Summary of Complaint**

15 Hello, my name is [XXX] . I have a 2018 Honda Odyssey that I bought brand new 6  
16 years ago from Open Road Honda in Edison, New Jersey. We received a notification of  
17 the tailgate malfunctioning out of the blue yesterday evening. It was raining the whole  
18 day yesterday. Upon checking the internet, we found this to be an issue faced by  
19 multiple Honda Odyssey owners and a dedicated thread discussing this in the Honda  
20 Odyssey Forum. Link to it is here: [XXX] After doing a little bit more research, we  
21 found a potential problem to be a malfunction due to water going into power tailgate  
22 module and this could be caused by some welding defects from Honda. We decided to  
23 remove the fusebox cover in the back left of the car (driver side) and found that there  
24 was water inside. We have sent the car to our mechanic to resolve the issue. Please see  
25 pictures and video attached for your review. This also has the VIN number for our car.  
26 But, since this seems to be a manufacturing defect and it is going to cost a lot to fix, we  
27 would appreciate Honda taking action on this. We would like to take this to a dealership  
28 for issue resolution with Honda facilitating and paying for the repairs since it is a  
29 manufacturing defect. Please advise us on next steps. Thanks, [XXX] INFORMATION  
30 REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5  
31 U.S.C. 552(B)(6)

32 **NHTSA ID Number:** 11576494

33 **Incident Date** March 5, 2024

34 **Complaint Date** March 10, 2024

35 **Consumer Location** SENOIA, GA

36 **Vehicle Identification Number** 5FNRL6H77JB\*\*\*\*

37 **Summary of Complaint**

38 There is an electrical drain causing the battery to drain to the point where it will not  
39 start. Alternator was replaced, then the issue persisted. Most recent problem include the  
40 power tailgate opening on its own. Rear power tailgate issue. The rear tailgate will  
41 attempt to open while driving, but the warning sound chimes and alerts to the problem.  
42 If the vehicle is left unlocked the tailgate will open itself. The power tailgate button in  
43 the driver seat does not work. The close button on the bottom of the door is illuminated  
44 (has power) but will not close the door. The soft rubber button above the license plate  
45 will engage the motor to lift the tailgate, but not to close it. Others have filed complaints  
46 about a water leak impacting the rear control board and causing it to fail. Leak may be  
47 from the fin on the roof or related to the cracking and rotting seal on the bottom of the  
48 rear windshield.

49 **NHTSA ID Number:** 11576998

50 **Incident Date** January 26, 2024

51 **Complaint Date** March 12, 2024

52 **Consumer Location** PORTLAND, OR

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**Vehicle Identification Number 5FNRL6H58JB\*\*\*\***

**Summary of Complaint**

Our Tailgate is having an issue that triggered a safety issue with my wife driving on a highway then 3 lights popped up and car entered a limp mode. transmission issue, emissions issue, tailgate issue since then car is behaving normally but the tailgate latch is opening when we start the van and not working from fob (unlock) or exterior tailgate button. I have read other owners having an issue where the tailgate control module is getting submerged by water causing the unit to short and cause these issues. A car entering limp mode on the highway poses a threat to our family and others, I hope to see a solution in the near future.

**NHTSA ID Number: 11577896**

**Incident Date March 8, 2024**

**Complaint Date March 17, 2024**

**Consumer Location MECHANICSVILLE, VA**

**Vehicle Identification Number 5FNRL6H76JB\*\*\*\***

**Summary of Complaint**

A water leak above the tailgate control module flooded it to the point that it operated erratically and would raise and lower the tailgate randomly or not work at all. I plan on replacing the module myself but will retain the old one. Anytime the entry or exit points on a vehicle open randomly cannot be a safe condition. The dealer charges \$130 for any inspection or diagnostic so no I am not paying them to tell me something is broken. The vehicle currently is showing a "Power Tailgate Problem" and a yellow box with "TAILGATE" in it on the dash display and is currently unresponsive to any input that would operate it: remote, tailgate buttons, and driver button. The power locking system is still operable. The Odyessy forums clearly describe multiple occurrences of this failure and the culprit is a water leak in rear window or rear section of roof trim strip on the drivers side. My module did have water in it when I opened the plastic case it is contained in. Cleaning and drying it restored operation for about 3 days. Thanks for your help!

**NHTSA ID Number: 11578780**

**Incident Date March 1, 2024**

**Complaint Date March 21, 2024**

**Consumer Location GOODYEAR, AZ**

**Vehicle Identification Number 5FNRL6H53KB\*\*\*\***

**Summary of Complaint**

Rear tailgate will occasionally pop open while driving for no reason. Often times when parked rear tailgate latch will not open it. Takes several attempts to get it open, sometimes have to open another door to get it to work.

**NHTSA ID Number: 11578173**

**Incident Date March 2, 2024**

**Complaint Date March 18, 2024**

**Consumer Location GERMANTOWN, MD**

**Vehicle Identification Number 5FNRL6H78JB\*\*\*\***

**Summary of Complaint**

After rain, the next day, I get error tailgate problem on my dashboard. I can no longer open it using my remote or from the front panel of my van. I saw many complaints of similar issue out there. This should have been a recall due to manufacture failure.

**NHTSA ID Number: 11579605**

**Incident Date February 1, 2024**

**Complaint Date March 26, 2024**



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**Consumer Location** KINGSLEY, PA  
**Vehicle Identification Number** 5FNRL6H84JB\*\*\*\*

**Summary of Complaint**

Right Power door will not open or close with buttons or key fob. Must open/close manually. The doors are too hard to open manually for smaller children and even some adults making it a safety concern in case of emergency. This started intermittently a year ago and is now a constant. Tailgate has been opening and closing on its own, even when locked while parked as well as when the idle stop is activated while in drive. This is a concern that someone can get in the vehicle when unattended. It also shuts (and didn't stop) when someone was standing in the opening while removing something when it occurred. This started about a month ago. I was told to take it to a dealer and pay them to diagnose it. The dealers have a wait list and it's also not in my budget. These are real concerns and I feel Honda isn't taking ownership of the dangers.

**NHTSA ID Number:** 11580032

**Incident Date** March 8, 2024

**Complaint Date** March 29, 2024

**Consumer Location** HANOVER, MD

**Vehicle Identification Number** 5FNRL6H75JB\*\*\*\*

**Summary of Complaint**

Power Tailgate is not functioning and the trunk opens on its own. Yes, available for inspection. The trunk opening on its own puts the safety of everyone in the car at risk. I had the same issue 9 months ago, the dealer charged me \$1200 to fix it. The dealer inspected it and stated it was due to a water leak that damaged the control module for the Power Tailgate. Nothing prior, a "Power Tailgate Problem" warning appeared on the dashboard, and the Power Tailgate stopped working.

**NHTSA ID Number:** 11581763

**Incident Date** April 8, 2024

**Complaint Date** April 8, 2024

**Consumer Location** TIFFIN, IA

**Vehicle Identification Number** 5FNRL6H78JB\*\*\*\*

**Summary of Complaint**

Water getting into rear liftgate control module. Had to replace seal and module.

**NHTSA ID Number:** 11582273

**Incident Date** April 7, 2024

**Complaint Date** April 11, 2024

**Consumer Location** EAU CLAIRE, WI

**Vehicle Identification Number** 5FNRL6H76JB\*\*\*\*

**Summary of Complaint**

Water leaks into tailgate control module causing tailgate not to work. Replaced module, problem came back after 3 weeks. This is a common issue for the current generation Odyssey.

**NHTSA ID Number:** 11582291

**Incident Date** April 8, 2024

**Complaint Date** April 11, 2024

**Consumer Location** MINNEAPOLIS, MN

**Vehicle Identification Number** 5FNRL6H75JB\*\*\*\*

**Summary of Complaint**

It is available for inspection on request. Lost blindspot info, lost use of turn indicators, rear door hatch malfunction, several warnings flash up while driving. I was in a busy area and didn't have a way to signal my movements, screen flashing warnings was terrifying, the van felt like it might turn off at any moment. Before the most recent



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

1 incident, we had brought the van to Honda dealer for repair, for similar issues that  
2 occurred at start-up, they found water in the power control unit in rear left area of van  
3 that caused corrosion and short-circuit. No body damage or alterations to vehicle.  
4 Replaced unit and after rainy weather problems recurred at start up and power down,  
5 then while driving, they tested the battery and it was almost dead (the battery was only  
6 1 month old) replaced battery. Problems recurred and water found again. significant  
7 leak suspected but not found yet as the service department won't evaluate the seals, and  
8 told us it's a body-shop task. summary: intermittent left-side passenger door and rear  
hatch door malfunction, blind spot system warnings/loss, loss of turn indication, brake  
system warnings, other system warnings, difficulty starting the car and turning the car  
off, brand new battery drained while the car was parked and turned off. This  
manufacturing defect should be addressed by Honda, seals should not fail when exposed  
to regular conditions. Water should not enter the vehicle and short out an important  
component leading to several malfunctions that could cause loss of important systems  
and rear-door latch while driving.

9 **NHTSA ID Number:** 11582804

**Incident Date** April 2, 2024

10 **Complaint Date** April 13, 2024

**Consumer Location** MINNEAPOLIS, MN

11 **Vehicle Identification Number** 5FNRL6H79JB\*\*\*\*

**Summary of Complaint**

12 power tailgate control module fail due to water a leak in rear driver side area.

13 **NHTSA ID Number:** 11584161

**Incident Date** April 19, 2024

14 **Complaint Date** April 19, 2024

**Consumer Location** CARM, IL

15 **Vehicle Identification Number** 5FNRL6H74JB\*\*\*\*

**Summary of Complaint**

16 There is water leaking through the seams of my Van from where it wasn't welded and  
17 sealed properly, My tailgate opened on the highway today while I had my 7 kids in the  
18 vehicle while it was pouring down rain. I could not get my tailgate to stay closed and  
19 keep getting a power tailgate problem on my dashboard. My tailgate will no longer stay  
20 latched it automatically opens on its own and refuses to stay shut. I looked at the control  
21 module and it was completely soaked in water and can see the water leaking from the  
22 top of my vehicle in between the exterior frame and the interior frame. There are holes  
23 in the welding. They're quoting me almost \$1000 to fix the mistake they made while  
24 manufacturing the vehicle. I currently have a bungie chord keeping my tailgate shut but  
25 it continously beeps from where it's trying to open automatically. Definitely the scariest  
26 day of my life today. This needs to be dealt with ASAP. Today could have been much  
27 worse than it was. Honda needs to be held accountable before someone dies over this.  
28 There is no reason why my tailgate should have automatically opened on the highway  
doing 65mph with my 7 children in the car.

23 **NHTSA ID Number:** 11584215

24 **Incident Date** February 12, 2024

**Complaint Date** April 20, 2024

25 **Consumer Location** Unknown

**Vehicle Identification Number** 5FNRL6H71LB\*\*\*\*

26 **Summary of Complaint**

27 Power tailgate module exposed to water due to manufacturer defect in sealing above  
28 module. causing various electrical systems to fail including safety features. I do have  
the damaged module. Tailgate opened and wouldn't close, when car in motion. Unable  
to use vehicle, the amount of electric items, due to fear brakes or transmission would

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

1 fail while driving minivan full of young children Vehicle had warning light shortly after  
2 heavy rain. Was intermittent.

3 **NHTSA ID Number:** 11585688

4 **Incident Date** March 19, 2024

5 **Complaint Date** April 28, 2024

6 **Consumer Location** ABINGDON, MD

7 **Vehicle Identification Number** 5FNRL6H70KB\*\*\*\*

8 **Summary of Complaint**

9 The vehicle's tailgate stopped working and a series of distracting alerts repeatedly  
10 popped up on the instrument panel. Upon inspection, the liftgate control module had a  
11 significant amount of corrosion on the pins and on the circuit board itself, despite the  
12 surrounding area seeming dry. Replacement of the control module did not completely  
13 fix the problem because the connector pins are corroded and dirty.

14 **NHTSA ID Number:** 11587814

15 **Incident Date** March 29, 2024

16 **Complaint Date** May 9, 2024

17 **Consumer Location** CARNEGIE, PA

18 **Vehicle Identification Number** 5FNRL6H75KB\*\*\*\*

19 **Summary of Complaint**

20 Water leaked into the back of my van through the plastic molding at the top of the lift  
21 gate. I was told the water ruined the control module. The part I was told would run  
22 \$850 to replace. I looked the control module online at a genuine Honda parts catalogue  
23 & it's \$121. They tell me there is no guarantee that this will work. If it does not, then  
24 they recommend the replacement of the rear wiring harness which lists at the same  
25 Honda parts site for \$2,101.64 but this dealership wants to charge \$8,500 plus \$900 for  
new carpeting. Looking at the auto blogs, it seems that this is a recurring issue with the  
2018-2019 Odysseys.

26 **NHTSA ID Number:** 11588416

27 **Incident Date** May 13, 2024

28 **Complaint Date** May 13, 2024

**Consumer Location** FLEMING ISLAND, FL

**Vehicle Identification Number** 5FNRL6H73KB\*\*\*\*

**Summary of Complaint**

What component or system failed or malfunctioned, and is it available for inspection  
upon request? the tailgate will not open. Yes, I can have it inspected. How was your  
safety or the safety of others put at risk? This limits the ability to use the tailgate. Has  
the problem been reproduced or confirmed by a dealer or independent service center? I  
have brought the car into the dealership to fix the tailgate. The motor was replaced and  
they stated they sealed the back to prevent water from getting in. It has since broken  
again and currently it will not open. Has the vehicle or component been inspected by  
the manufacturer, police, insurance representatives or others? The first time it broke the  
dealership inspected and fixed the problem. It is now broken again and I haven't brought  
it into the dealership yet. Were there any warning lamps, messages or other symptoms  
of the problem prior to the failure, and when did they first appear? I got a tailgate error  
multiple times, also the battery was draining really quickly - which I think was due to  
the trunk issue.

26 **NHTSA ID Number:** 11591001

27 **Incident Date** May 27, 2024

28 **Complaint Date** May 28, 2024

**Consumer Location** FORT MITCHELL, AL

**Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**Summary of Complaint**

Power tailgate issue continues to happen. The module is somehow getting water damage and shorting out. This is the second time in a year that I have to replace the module. I can't even manually open my trunk without having to climb through the car and undo the latch from the inside

**NHTSA ID Number:** 11592225

**Incident Date** May 28, 2024

**Complaint Date** June 3, 2024

**Consumer Location** HAMPTON, VA

**Vehicle Identification Number** 5FNRL6H72JB\*\*\*\*

**Summary of Complaint**

The Control Module for the Power Tailgate experienced total failure due to water damage, documented by the servicing dealership (attached service invoice) and demonstrated by the attached photos. The point of water intrusion could not be determined definitively, but cracks in the bonding location between the roof, rear driver's side exterior D-pillar panel, and tailgate surround are the likely culprit (photos attached). Failure of the Module resulted in an unusable tailgate, except for a single manual lever on the inside of the vehicle, accessible behind a piece of plastic. It also resulted in a ceaseless, loud, constant beeping on both the inside and outside of the vehicle when traveling at over 1 mph. This vehicle has never experienced an accident.

**NHTSA ID Number:** 11593386

**Incident Date** April 12, 2024

**Complaint Date** June 10, 2024

**Consumer Location** BATON ROUGE, LA

**Vehicle Identification Number** 5FNRL6H74KB\*\*\*\*

**Summary of Complaint**

A water leak has ruined TWO power liftgate control modules. The water leak probably comes from the roof or driver rear window welds. I replaced one module two months ago and the new one has also malfunctioned due to water intrusion. This causes the liftgate to be stuck open or closed and could potentially open when driving!

**NHTSA ID Number:** 11593412

**Incident Date** March 3, 2024

**Complaint Date** June 10, 2024

**Consumer Location** SEATTLE, WA

**Vehicle Identification Number** 5FNRL6H76KB\*\*\*\*

**Summary of Complaint**

The issue I am experiencing is a power tailgate control module failure, specifically part# 74970-THR-A12. The part is located on the driver side rear, and the issue appears to be due to a water leak coming between body seams and slowly dripping down into the module. Over time the water damage seeps into the control module casing and causes corrosion on the circuit board. This, then, renders the power tailgate inoperable. In my case, it just suddenly stopped working. A couple weeks, while the tailgate still did not work, I did receive a message saying "tailgate open" while I was driving. But, that issue went away on its own, and the tailgate didn't appear to actually be open. It is unclear if this type of electrical failure could also cause a tailgate to open unexpectedly while driving. Looking up this issue online, it appears that many other Odyssey owners have experienced the exact same issue (water leak and corrosion on control module). This should be considered for a recall given that so many drivers have experienced the exact same issues under the exact same circumstances. It seems like the issue could be solved by simply determine where the leak is occurring from. While my Odyssey is still under an extended warranty, the dealer charges to perform a diagnostic do not make it worthwhile for me to have them determine if it is covered, and I will choose to replace

the part on my own. Below I have attached 4 photos showing my specific circuit board with water damage, plus the area in which the control module sits in the car, where you can see rust due to water seepage. I also experienced rapid and sudden battery drain in the past, and others in the forums that experienced this tailgate issue have also noted that they believe it may be related. Even after I replace the part, I am afraid of the issue reoccurring and/or the water leaks creating additional electrical problems in the car.

**NHTSA ID Number:** 11593819

**Incident Date** June 10, 2024

**Complaint Date** June 12, 2024

**Consumer Location** VIRGINIA BEACH, VA

**Vehicle Identification Number** 5FNRL6H71JB\*\*\*\*

**Summary of Complaint**

Water intrusion is causing failure of my liftgate module. The maintenance shop has identified this as the issue. After doing some research, this appears to no be a one time situation as i have read of several other owners experiencing the same issue. Lift gate is not opening and potential of liftgate opening uncommand due to module failure.

**NHTSA ID Number:** 11594385

**Incident Date** June 14, 2024

**Complaint Date** June 14, 2024

**Consumer Location** PALM SPRINGS, FL

**Vehicle Identification Number** 5FNRL6H77JB\*\*\*\*

**Summary of Complaint**

The Control Module for the Power Tailgate experienced total failure due to water damage, documented by the servicing dealership (attached service invoice) and demonstrated by the attached photos. The point of water intrusion could not be determined definitively, but cracks in the bonding location between the roof, rear driver's side exterior D-pillar panel, and tailgate surround are the likely culprit (photos attached). Failure of the Module resulted in an unusable tailgate, except for a single manual lever on the inside of the vehicle, accessible behind a piece of plastic. It also resulted in a ceaseless, loud, constant beeping on both the inside and outside of the vehicle when traveling at over 1 mph. This vehicle has never experienced an accident.

**NHTSA ID Number:** 11597496

**Incident Date** June 22, 2024

**Complaint Date** June 28, 2024

**Consumer Location** LOXAHATCHEE, FL

**Vehicle Identification Number** 5FNRL6H71JB\*\*\*\*

**Summary of Complaint**

During my recent recall repair by Ed Morse Honda in Riviera Beach, FL, I was advised that the rear tailgate sensor was reported as "wet". I do the maintenance myself, so I passed on a repair at that time by the dealer. Today, I researched what might have failed both online and with my Alldatadiy subscription, and accessed the part. Indeed, the Liftgate Control Module was molded and need of repair/ replace. However, I have grandchildren now, and during the removal - realized that in a water accident or other hazard where power is lost, there is NO WAY for rear passengers to exit the van by the rear tailgate. There is NO readily accessible latch or pull to open the tailgate from the inside, and NO key nor latch available from the outside for outside assistance. Additionally, if a child is in need of exiting the rear tailgate, there is NO child safety pull to allow them to exit. During my research on how to repair the vehicle, I saw that this is an ongoing issue for this model of Honda. I like my 2018 Honda Odyssey very much, it is my second Odyssey (the first was totaled in a T-bone accident, where both wife and daughter walked away), but I believe a recall is needed for the water issue affecting the Tailgate Control Board for the short term, and safety mechanisms added



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

1 for the long term. Note: I have images, but the web site is NOT allowing uploads of any  
2 .jpg nor .pdf's at this time.

3 **NHTSA ID Number:** 11603270

4 **Incident Date** July 18, 2024

5 **Complaint Date** July 18, 2024

6 **Consumer Location** WARNER ROBINS, GA

7 **Vehicle Identification Number** 5FNRL6H79KB\*\*\*\*

8 **Summary of Complaint**

9 The power tailgate would open, then after opening, the tailgate may slowly sag down.  
10 Then it automatically closes within seconds. When going down to close, it beeps loudly.

11 **NHTSA ID Number:** 11604132

12 **Incident Date** July 18, 2024

13 **Complaint Date** July 23, 2024

14 **Consumer Location** FREEPORT, FL

15 **Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

16 **Summary of Complaint**

17 Vehicle stalls when pulling out into traffic! Terrifying with my 6 kids and I'm  
18 immediately getting rid of this vehicle. Tried to have the fuel pump (current recall)  
19 replaced but Honda dealership has the vehicle for 6 DAYS! and still didn't have the part  
20 in. Upon dropping the vehicle off the tailgate lift would not work properly. This van is  
21 a load of garbage since they started using so many modules to control it! Extremely  
22 disappointed in Honda. They know all of these faulty parts and don't care enough to fix  
23 them for the safety of the consumer. Absolutely horrifying the direction of the  
24 automobile industry

25 **NHTSA ID Number:** 11604172

26 **Incident Date** July 23, 2024

27 **Complaint Date** July 23, 2024

28 **Consumer Location** JONESBORO, GA

**Vehicle Identification Number** 5FNRL6H78JB\*\*\*\*

**Summary of Complaint**

Tailgate malfunction due to water seeping through tailgate resulting in tailgate module  
to stop working.

**NHTSA ID Number:** 11606778

**Incident Date** July 29, 2024

**Complaint Date** August 6, 2024

**Consumer Location** AUTRYVILLE, NC

**Vehicle Identification Number** 5FNRL6H72JB\*\*\*\*

**Summary of Complaint**

Initial issue was that the power tailgate would not open at all. Took the vehicle to the  
dealership where they replaced the latch and the control unit that was completely fried.  
When I asked what could cause that, they said they didn't know. I already suspected  
water. Two days after picking the vehicle up from the dealership, the tailgate is now  
constantly opening and closing on its own. The only way to stop it is to turn off the  
vehicle and lock it. I searched online and found multiple posts from people with the  
exact same problem and almost all of them say it was water getting into the control unit.  
This poses an obvious safety concern since it could close on one of my kids. They would  
not be strong enough to stop it. I have reported the issue to Honda HQ and have  
recommended that the other people with the issue do the same.

**NHTSA ID Number:** 11608292

**Incident Date** August 12, 2024



NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

**Complaint Date** August 13, 2024

**Consumer Location** ONTARIO, CA

**Vehicle Identification Number** 5FNRL6H9XJB\*\*\*\*

**Summary of Complaint**

the right sliding door has had intermittent malfunction for years. often, the door will not work with an automatic function and must be pulled open or closed manually which is nearly impossible to accomplish. most often the right sliding door malfunction notification appears when driving at highway speeds which is extremely unsafe. this has been inspected by the dealership and no fix or resolution was provided. recently, all of the ADAS systems are intermittently malfunctioning. they work about 1 out of every 5 times the vehicle turns on LKAS, Auto Braking, Adaptive Cruise Control, are all affected. within the last week the internal camera system has been failing, audio stops working, and most importantly the rear hatch has been closing on its own while i am standing underneath it loading the trunk. this is also very unsafe, it atleast beeps to warn that it is closing but i sometimes barely have time to get out of the way. yesterday while driving in the highway, two warnings appeared simultaneously for "transmission system problem" and "blind spot notification system error". the vehicle started again without the transmission system or blind spot error but i am very concerned about the degrading electrical system issues that i have been experiencing with this family oriented vehicle model.

**NHTSA ID Number:** 11608694

**Incident Date** June 15, 2024

**Complaint Date** August 15, 2024

**Consumer Location** HOUSTON, TX

**Vehicle Identification Number** 5FNRL6H74KB\*\*\*\*

**Summary of Complaint**

It is very common problem with 2018-2023 honda odyssey. Water leaks inside from the seam crack under roof drip trim. This water is dripping right on the tailgate control electronic module. And module is short circuit and dead. Now tailgate is either stays locked or stays open all the time as the latch is not operating at all. This is safety issue as if tail gate is not latched properly it can be open while driving on the road. Also with water leaking inside in trunk area it's a issue with growing mold under the carpet. It shows error message on instrument panel about trouble with tailgate system.

**NHTSA ID Number:** 11610125

**Incident Date** August 22, 2024

**Complaint Date** August 22, 2024

**Consumer Location** WELLESLEY, MA

**Vehicle Identification Number** 5FNRL6H93LB\*\*\*\*

**Summary of Complaint**

This model has had a recall of the wire being to short and having faulty connections. I have replaced the wires module now 5 times . The last time it got replaced after a couple of months the screen on the car has gone blank and now they tell me the whole computer needs to be replaced. No LCD and no backup screen . This is absolutely ridiculous . Anything that can be done this car seems to be a electrical disaster.

**NHTSA ID Number:** 11610612

**Incident Date** August 24, 2024

**Complaint Date** August 24, 2024

**Consumer Location** POWELL, OH

**Vehicle Identification Number** 5FNRL6H7XJB\*\*\*\*

**Summary of Complaint**

My trunk was working anymore. I could not even open it manually. I had a shop that only works on Acura's and Honda's look at it. The control module for the trunk was wet

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

1 and fried. I dont understand why it was wet in the first place since it was in seal box.  
2 This should be a recall on it. Please see attach pictures. I paid \$669 to have them  
replaced it.

3 **NHTSA ID Number:** 11610805  
4 **Incident Date** August 12, 2024  
5 **Complaint Date** August 26, 2024  
6 **Consumer Location** IVANHOE, NC  
7 **Vehicle Identification Number** 5FNRL6H78JB\*\*\*\*  
8 **Summary of Complaint**

9 There is a water leak in the body of the van (where the top and side are welded together).  
10 The water has caused damage to the electrical panel that controls the back door/liftgate.  
11 The water damage is also shorting out and causing electrical damage and the battery to  
12 die very often. I have noticed many complaints about this. I believe this should be a  
13 recall because it is a flaw in the making of the vehicle and nothing I could have done to  
14 prevent it.

15 **NHTSA ID Number:** 11616232  
16 **Incident Date** July 27, 2024  
17 **Complaint Date** September 24, 2024  
18 **Consumer Location** RICHMOND HILL, NY  
19 **Vehicle Identification Number** 5FNRL6H77JB\*\*\*\*  
20 **Summary of Complaint**

21 The tailgate malfunctions and the car does not register the tailgate as closed even if it is  
22 closed. The power tailgate ceases to be operational and the locks do not work. The cause  
23 is a defect in a seam which allows rain water to reach the control unit for the tailgate.  
24 This was confirmed after an inspection at an official Honda dealer. This is a safety issue  
25 because it renders the car inoperable. The "tailgate open" warning signs and sounds  
26 flash. There is currently a Honda "Engineering Request for Investigation" released. It  
27 can be accessed at the following link: [XXX] INFORMATION REDACTED  
28 PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.  
552(B)(6)

1 **NHTSA ID Number:** 11616819  
2 **Incident Date** September 26, 2024  
3 **Complaint Date** September 27, 2024  
4 **Consumer Location** ALLENTOWN, PA  
5 **Vehicle Identification Number** 5FNRL6H74JB\*\*\*\*  
6 **Summary of Complaint**

7 What component or system failed or malfunctioned, and is it available for inspection  
8 upon request? TAILGATE STOPPED OPENING AND THEN OPENED  
9 UNEXPECTANTLY; VEHICLE IS AVAILABLE FOR INSPECTION How was your  
10 safety or the safety of others put at risk? TAILGATE OPENED WHILE DRIVING Has  
11 the problem been reproduced or confirmed by a dealer or independent service center?  
12 NO Has the vehicle or component been inspected by the manufacturer, police, insurance  
13 representatives or others? NO Were there any warning lamps, messages or other  
14 symptoms of the problem prior to the failure, and when did they first appear?  
15 WARNING ALERT THAT TAILGATE HAD FAILED AND WARNING WENT  
16 AWAY APPROXIMATELY 12 HOURS BOFORE TAILGATE UNEXPECTANTLY  
17 OPENED.

18 **NHTSA ID Number:** 11619349  
19 **Incident Date** June 1, 2024  
20 **Complaint Date** October 11, 2024  
21 **Consumer Location** OLNEY, MD

**Vehicle Identification Number 5FNRL6H70JB\*\*\*\***

**Summary of Complaint**

Rear tailgate is inoperable because of water damage. The rear driver side seatbelt is wet, the floor of the trunk is wet, the water damaged the control module for the rear tailgate, it does not open.

**NHTSA ID Number: 11619636**

**Incident Date** December 1, 2022

**Complaint Date** October 14, 2024

**Consumer Location** TALLAHASSEE, FL

**Vehicle Identification Number 5FNRL6H78JB\*\*\*\***

**Summary of Complaint**

This Honda Odyssey 2018 model has leak water on rear corner. You have to find out where is leaking and fix it, if you don't fix water leak after you install new control unit it will happen again . To find out where is leaking is a major problem. Honda DO NOT recall on it

83. Consumers have not just complained to NHTSA, as the internet is replete with other complaints from consumers, many of which detail their interactions with Defendants' authorized dealerships, and as such, Defendants have actual knowledge of these consumer complaints too.

84. On September 2, 2021, a user posted to an Odyssey owner's forum where they recounted their experience with a malfunctioning tailgate on their Class Vehicle.<sup>8</sup> In addition to numerous posters indicating that the root cause was water intrusion, many posters stated they brought their Class Vehicle to Honda dealerships for diagnosis (e.g. on October 11, 2011: "Having the same Having the same issue and dealer replaced the control unit couple of times under warranty couple of months back. Now dealer is giving up saying water leak coming from some where and asking to take it to body shop. Anyone know where is the exact leak for this issue? Looks like it more a design flaw and safety issue.").

85. On February 4, 2022, a user posted to an Odyssey owner's forum where they recounted their experience with the malfunctioning tailgate on their Class Vehicle which was opening on its own. The user relays that they had been to the Honda

<sup>8</sup> <https://www.odyclub.com/threads/2018-ex-l-nav-res-power-tailgate-problem-error.365335/> (last visited October 24, 2024).

dealership twice regarding the issue.<sup>9</sup> Numerous users posted that the root cause was likely water intrusion into the tailgate control module, and a number of posters indicated that they had the same issue and reported it to Honda's corporate customer service as well as Honda's dealerships.

86. Despite Honda's knowledge of the Sealant Defect, one owner of a Class Vehicle was quoted over \$8,000 for the necessary repairs in January of 2024 by an authorized Honda dealership.<sup>10</sup> Other posts indicate similar quotes from authorized Honda dealerships.<sup>11</sup>

87. Reddit users have recounted similar issues and likewise notified Honda's authorized dealerships regarding the issues. One poster had the issue occur and took it back to the Honda dealership, which "discovered that the roofline seam above the lift rear window in front of the liftgate was leaking."<sup>12</sup> Other posters in the same thread also reported similar experiences with the Sealant Defect at Honda's authorized dealerships. Additional Reddit posts were made regarding the Sealant Defect that similarly state the issue was diagnosed by Honda's authorized dealerships.<sup>13</sup> Another thread from 3 years

<sup>9</sup> <https://www.odyclub.com/threads/power-tailgate-issue-2018-exl-safety-concern.367379/> (last visited October 24, 2024).

<sup>10</sup> <https://www.odyclub.com/threads/over-8000-repair-bill-2018-honda-ex-l-for-power-tailgate-failure-and-other-issues-do-not-buy-a-2018-odyssey-i-now-hate-honda-for-life.376178/> (last visited October 24, 2024).

<sup>11</sup> <https://www.odyclub.com/threads/2018-power-tailgate-failure-dead-battery-from-body-leak.371746/page-2> (last visited October 24, 2024).

<sup>12</sup> [https://www.reddit.com/r/HondaOdyssey/comments/19eeatk/water\\_leakerratic\\_electrical\\_issues/](https://www.reddit.com/r/HondaOdyssey/comments/19eeatk/water_leakerratic_electrical_issues/) (last visited October 24, 2024).

<sup>13</sup> [https://www.reddit.com/r/AskMechanics/comments/1c6euqy/honda\\_odyssey\\_2018\\_rear\\_tailgate\\_control\\_unit/](https://www.reddit.com/r/AskMechanics/comments/1c6euqy/honda_odyssey_2018_rear_tailgate_control_unit/) (last visited October 24, 2024);

[https://www.reddit.com/r/HondaOdyssey/comments/1bcy08w/2020\\_power\\_tailgate\\_failure/](https://www.reddit.com/r/HondaOdyssey/comments/1bcy08w/2020_power_tailgate_failure/) (last visited October 24, 2024);

[https://www.reddit.com/r/HondaOdyssey/comments/1bqxofu/water\\_intrusionagain/](https://www.reddit.com/r/HondaOdyssey/comments/1bqxofu/water_intrusionagain/) (last visited October 24, 2024).

ago states that the Honda dealership diagnosed the Sealant Defect as a “manufacturer issue” that the owner had to bring their Class Vehicle in for on two separate occasions.<sup>14</sup>

### **CLASS ACTION ALLEGATIONS**

88. Plaintiff brings this action on behalf of himself, and on behalf of the following nationwide class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the nationwide class consists of the following:

#### **Nationwide Class:**

All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle (the “Nationwide Class”).

89. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiff seeks to represent the following state class:

#### **Florida Class:**

All persons or entities in Florida who are current or former owners and/or lessees of a Class Vehicle (the “Florida Class”).

90. Excluded from the Classes are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change or expand the Class definitions.

91. Numerosity: Upon information and belief, the Classes are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Honda and obtainable by Plaintiff only through the discovery process, Plaintiff believes that tens of thousands of Class Vehicles have been sold and leased in Florida, and hundreds of thousand nationwide.

92. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Classes. These

<sup>14</sup> [https://www.reddit.com/r/HondaOdyssey/comments/s90vqr/power\\_tailgate\\_issue/](https://www.reddit.com/r/HondaOdyssey/comments/s90vqr/power_tailgate_issue/) (last visited October 24, 2024).



1 questions predominate over the questions affecting individual Class members. These  
2 common legal and factual questions include, but are not limited to:

- 3 a. whether the Class Vehicles suffer from the Sealant Defect;
- 4 b. whether the defective sealant is common to all of the Class Vehicles;
- 5 c. whether the Sealant Defect causes tailgate control module in the Class  
6 Vehicles to fail;
- 7 d. whether Defendants had a duty to disclose the Sealant Defect;
- 8 e. whether Defendants knowingly failed to disclose the existence and cause  
9 of the Sealant Defect in Class Vehicles;
- 10 f. whether Defendants' conduct violates the Florida Deceptive and Unfair  
11 Trade Practices Act;
- 12 g. whether, as a result of Defendants' omissions and/or misrepresentations of  
13 material facts related to the Sealant Defect, Plaintiff and members of the  
14 Class have suffered ascertainable loss of monies and/or property and/or  
15 value;
- 16 h. whether, as a result of Defendants' omissions and/or misrepresentations of  
17 material facts related to the Sealant Defect, Plaintiff and members of the  
18 Class have suffered an increased cost of maintenance related to the Class  
19 Vehicles; and
- 20 i. whether Plaintiff and Class members are entitled to monetary damages  
21 and/or other remedies and, if so, the nature of any such relief.

22 93. Typicality: Plaintiff's claims are typical of the claims of the Classes since  
23 Plaintiff purchased a Class Vehicle with the Sealant Defect, as did each member of the  
24 Class. Furthermore, Plaintiff and all members of the Classes sustained monetary and  
25 economic injuries including, but not limited to, ascertainable loss arising out of Honda's  
26 wrongful conduct. Plaintiff is advancing the same claims and legal theories on behalf  
27 of himself and all absent Class members.

28 ///

1           94.    Adequacy: Plaintiff is an adequate representative because his interests do  
2 not conflict with the interests of the Classes that he seeks to represent, he has retained  
3 counsel competent and highly experienced in complex class action litigation, and they  
4 intend to prosecute this action vigorously. The interests of the Classes will be fairly and  
5 adequately protected by Plaintiff and his counsel.

6           95.    Superiority: A class action is superior to all other available means of fair  
7 and efficient adjudication of the claims of Plaintiff and members of the Classes. The  
8 injury suffered by each individual Class member is relatively small in comparison to  
9 the burden and expense of individual prosecution of the complex and extensive  
10 litigation necessitated by Honda's conduct. It would be virtually impossible for  
11 members of the Classes to individually and effectively redress the wrongs done to them.  
12 Even if the members of the Classes could afford such individual litigation, the court  
13 system could not. Individualized litigation presents a potential for inconsistent or  
14 contradictory judgments. Individualized litigation also increases the delay and expense  
15 to all parties, and to the court system, presented by the complex legal and factual issues  
16 of the case. By contrast, the class action device presents far fewer management  
17 difficulties, and provides the benefits of single adjudication, economy of scale, and  
18 comprehensive supervision by a single court. Upon information and belief, members of  
19 the Classes can be readily identified and notified based on, *inter alia*, Honda's vehicle  
20 identification numbers (VINs), warranty claims, registration records, and the database  
21 of complaints.

22           96.    Injunctive Relief: Pursuant to Fed. R. Civ. P. 23(b)(2), Honda has acted or  
23 refused to act on grounds generally applicable to the Classes, thereby making  
24 appropriate final injunctive relief, corresponding declaratory relief, or final equitable  
25 relief with respect to the class as a whole.

26  
27  
28

**VIOLATIONS ALLEGED**

**COUNT I**  
**VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE**  
**PRACTICES ACT, (“FDUTPA”)**  
**Fla. Stat. §§ 501.201, *et seq.***  
**(On Behalf of the Florida Class)**

97. Plaintiff and the Florida Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

98. Plaintiff brings this claim on behalf of himself and on behalf of the Florida Class against Defendants.

99. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1). Defendants engaged in unfair and deceptive practices that violated the FDUTPA as described above.

100. Defendants engaged in “trade or commerce” in Florida within the meaning of the FDUTPA. *See* Fla. Stat. § 501.203(8).

101. Defendants caused to be made or disseminated through Florida and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including Plaintiff and the other Florida Class Members and otherwise engaged in activities with a tendency or capacity to deceive.

102. In violation of the FDUTPA, Defendants employed unfair and deceptive acts or practices, fraud, false pretense, misrepresentation, or concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale and/or lease of Class Vehicles. Defendants knowingly concealed, suppressed and omitted materials facts regarding the Sealant Defect and misrepresented the standard, quality, or grade of the Class Vehicles, which directly caused harm to Plaintiff and the Florida Class.

103. Defendants actively suppressed the fact that Class Vehicles contain the Sealant Defect and present a safety hazard because of materials, workmanship, design, and/or manufacturing defects. Further, Defendants employed unfair and deceptive trade practices by failing to provide repairs of the Sealant Defect or replacement of Class Vehicles due to the Defect within a reasonable time in violation of the FDUTPA. Defendants also breached their warranties as alleged above in violation of the FDUTPA.

104. As alleged above, Defendants have known of the Sealant Defect contained in the Class Vehicles for years. Prior to selling and leasing the Class Vehicles, Defendants knew or should have known the Class Vehicles contained the Sealant Defect due to pre-production testing, quality control audits, and failure mode analysis. Defendants also should have known of the Defect from the complaints and service requests they received from Class Members and dealers, from their own investigation, and from repairs and/or replacements of the tailgate control module, and from other internal sources. Defendants, nevertheless, failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and the Defect.

105. Defendants' unfair and deceptive trade practices were likely intended to deceive a reasonable consumer. Plaintiff Dubrosky and members of the Florida Class had no reasonable way to know that the Class Vehicles contained the Sealant Defect were defective in workmanship and/or manufacture and posed a serious and significant safety risk. Defendants possessed superior knowledge as to the quality and characteristics of the Class Vehicles, including the Defect within their vehicles and its associated safety risks, and any reasonable consumer would have relied on Defendants' misrepresentations and omissions, as Plaintiff and members of the Florida Class did.

106. Defendants intentionally and knowingly misrepresented material facts and omitted material facts regarding the Class Vehicles and the Defect present in Class Vehicles with an intent to mislead Plaintiff and the Florida Class.

107. Defendants knew or should have known that their conduct violated the FDUTPA.

108. Defendants owed Plaintiff Dubrosky and the Florida Class a duty to disclose the true safety and reliability of the Class Vehicles and the existence of the Defect because Defendants, possessed exclusive knowledge of the Sealant Defect; intentionally concealed and omitted the foregoing from Plaintiff Dubrosky and the Florida Class, and made incomplete representations about the safety and reliability of the foregoing facts generally, while purposefully withholding material facts from Plaintiff and the Florida Class that contradicted these representations, *inter alia*, that a Sealant Defect existed at the time of sale or lease.

109. Plaintiff and the other Florida Class Members have suffered an injury in fact, including the loss of money or property, as a result of Defendants' unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiff and the other Florida Class Members relied on the misrepresentations and/or omissions of Defendants with respect to the safety and reliability of the Class Vehicles. Defendants' representations were untrue because the Class Vehicles are distributed with defective body seam seals that can cause failure of the tailgate control module. Had Plaintiff and the other Florida Class Members known of the Sealant Defect, they would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly, Plaintiff and the other Florida Class Members overpaid for their Class Vehicles and did not receive the benefit of their bargain.

110. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants' businesses. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the state of Florida and nationwide.

111. Plaintiff Dubrosky, individually and on behalf of the other Florida Class Members, request that this Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive



1 practices and to provide declaratory relief, attorneys' fees, and any other just and  
2 proper relief available under the FDUTPA.

3 **COUNT II**  
4 **BREACH OF EXPRESS WARRANTY**  
5 **(On Behalf of the Nationwide Class and Florida Class)**

6 112. Plaintiff and the Classes incorporate by reference each preceding and  
7 succeeding paragraph as though fully set forth at length herein.

8 113. Defendants expressly warranted that the Class Vehicles were of high  
9 quality and, at a minimum, would actually work properly. Honda also expressly  
10 warranted that it would repair and/or replace defects in material and/or workmanship  
11 free of charge that occurred during the New Vehicle Limited Warranty and certified  
12 pre-owned ("CPO") warranty periods.

13 114. Defendants breached these warranties by selling to Plaintiff and Class  
14 members the Class Vehicles with the Sealant Defect, which are not of high quality,  
15 and which fail prematurely and/or fail to function properly.

16 115. As a result of the Defendants' actions, Plaintiff and Class members have  
17 suffered economic damages including but not limited to costly repairs, loss of vehicle  
18 use, substantial loss in value and resale value of the vehicles, and other related  
19 damage.

20 116. Defendants' attempt to disclaim or limit these express warranties vis-à-  
21 vis consumers is unconscionable and unenforceable under the circumstances here.  
22 Specifically, Defendants' warranty limitations are unenforceable because it knowingly  
23 sold a defective product without informing consumers about the manufacturing and/or  
24 material defect. Furthermore, Defendants continue to charge Class members for both  
25 replacing the tailgate control module and for repairing the defective body seam seal –  
26 if it repairs it at all – when in fact such repairs are actually necessitated because of  
27 Defendants' defective product.

28 117. The time limits contained in Defendants' warranty periods were also  
unconscionable and inadequate to protect Plaintiff and members of the Class. Among

1 other things, Plaintiff and Class members had no meaningful choice in determining  
2 these time limitations, the terms of which unreasonably favored Defendants. A gross  
3 disparity in bargaining power existed between Honda and Class members, and Honda  
4 knew or should have known that the Class Vehicles were defective at the time of sale  
5 and would fail well before their useful lives.

6 118. Plaintiff provided written notice of Honda's breach of warranties, as well  
7 as the other claims asserted herein, on October 21, 2024.

8 119. Plaintiff and the Class members have complied with all obligations under  
9 the warranties, or otherwise have been excused from performance of said obligations  
10 as a result of Defendants' conduct described herein.

11 **COUNT III**  
12 **BREACH OF IMPLIED WARRANTY**  
13 **(On Behalf of the Nationwide Class and Florida Subclass)**

14 120. Plaintiff and the Class incorporate by reference each preceding and  
15 succeeding paragraph as though fully set forth at length herein.

16 121. A warranty that the Class Vehicles were in merchantable condition is  
17 implied by law.

18 122. These Class Vehicles, when sold and at all times thereafter, were not in  
19 merchantable condition and are not fit for the ordinary purpose for which cars are  
20 used. Specifically, the Class Vehicles are inherently defective in that there are defects  
21 in the Class Vehicles' body seam seals, which are not of high quality, and which fail  
22 prematurely and/or fail to function properly.

23 123. Honda was provided notice of these issues by numerous informal and  
24 formal complaints filed against them, including the instant Complaint, and by  
25 numerous individual letters and communications sent by Plaintiff and other Class  
26 members.

27 124. As a direct and proximate result of Defendant's breach of the warranties  
28 of merchantability, Plaintiff and the other Class members have been damaged in an  
amount to be proven at trial.

**COUNT IV**  
**COMMON LAW FRAUD**  
**(On Behalf of the Nationwide Class and Florida Subclass)**

125. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

126. Defendants made material omissions concerning a presently existing or past fact. For example, Defendants did not fully and truthfully disclose to its customers the defective nature of the Class Vehicles' body seam seals, which was not readily discoverable until after the Vehicles were purchased. As a result, Plaintiff and the other Class members were fraudulently induced to lease and/or purchase the Class Vehicles with the said Sealant Defect and all of the resultant problems.

127. These omissions were made by Honda with knowledge of their falsity, and with the intent that Plaintiff and Class members rely upon them.

128. Plaintiff and Class members reasonably relied on these omissions, and suffered damages as a result.

**COUNT V**  
**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**  
**(On Behalf of the Florida Subclass)**

129. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

130. Every contract in Florida contain an implied covenant of good faith and fair dealing. The implied covenant of good faith and fair dealing is an independent duty and may be breached even if there is no breach of a contract's express terms.

131. Defendants breached the covenant of good faith and fair dealing through malicious conduct by, *inter alia*, failing to notify Plaintiff and the Class members of the Sealant Defect in the Class Vehicles, and failing to fully and properly repair this defect.

132. Defendants acted in bad faith and/or with a malicious motive to deny Plaintiff and Class members some benefit of the bargain originally intended by the parties, thereby causing them injuries in an amount to be determined at trial.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(On Behalf of the Nationwide Class and the Florida Subclass)**

133. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein. This count is pled in the alternative to the contract-based claims.

134. Plaintiff and the members of the Class conferred a benefit on Defendants.

135. Defendants had knowledge that this benefit was conferred upon them.

136. Defendants have been and continue to be unjustly enriched at the expense of Plaintiff, and their retention of this benefit under the circumstances would be inequitable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and members of the Classes, respectfully requests that this Court:

- A. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Classes as defined above;
- B. appoint Plaintiff as the representative of the Class and his counsel as Class counsel;
- C. award all actual, general, special, incidental, statutory, punitive, and consequential damages to which Plaintiff and Class members are entitled;
- D. award pre-judgment and post-judgment interest on such monetary relief;
- E. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Honda to repair, recall, and/or replace the Class Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiff and Class members with appropriate curative

notice regarding the existence and cause of the manufacturing defect;

F. award reasonable attorney's fees and costs; and

G. grant such further relief that this Court deems appropriate.

Dated: October 24, 2024

NYE, STIRLING, HALE, MILLER & SWEET, LLP

By: /s/ Alison M. Bernal

Alison M. Bernal, Esq. (SBN 264629)  
alison@nshmlaw.com  
33 West Mission Street, Suite 201  
Santa Barbara, CA 93101  
Telephone: (805) 963-2345  
Facsimile: (805) 284-9590

Matthew D. Schelkopf (*pro hac vice* forthcoming)  
mds@sstriallawyers.com  
Joseph B. Kenney (*pro hac vice* forthcoming)  
jbk@sstriallawyers.com  
**SAUDER SCHELKOPF LLC**  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Telephone: (610) 200-0581  
Facsimile: (610) 421-1326

*Attorneys for Plaintiff and the putative classes*

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101



**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial for all claims so triable.

Dated: October 24, 2024

NYE, STIRLING, HALE, MILLER & SWEET, LLP

By: /s/ Alison M. Bernal

Alison M. Bernal, Esq. (SBN 264629)  
alison@nshmlaw.com  
33 West Mission Street, Suite 201  
Santa Barbara, CA 93101  
Telephone: (805) 963-2345  
Facsimile: (805) 284-9590

Matthew D. Schelkopf (*pro hac vice* forthcoming)  
mds@sstrialawyers.com  
Joseph B. Kenney (*pro hac vice* forthcoming)  
jbk@sstrialawyers.com  
**SAUDER SCHELKOPF LLC**  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Telephone: (610) 200-0581  
Facsimile: (610) 421-1326

*Attorneys for Plaintiff and the putative classes*

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101